

Mayor and Council Work Session

700 Doug Davis Drive
Hapeville, GA 30354

October 20, 2020 6:00 PM

Agenda

1. Call to Order
2. Roll Call
Alan Hallman
Mike Rast
Travis Horsley
Mark Adams
Chloe Alexander
3. Welcome
4. Public Hearing - In addition to the public comments made by citizens at the meeting, interested parties may submit written comments to the City Clerk via email or telephonically by 5PM on October 19th. In order for comments to be read into the record at the meeting, all correspondence must include the sendee's name, address, agenda item and position regarding public hearing (pro or con). All sendees must confirm receipt of their public comment with the City Clerk prior to the deadline stated above. Written public comments will be read into record alternating with in-person comments.

4.I. Consideration and Action on Alcohol Beverage License for Rudra Enterprises, LLC DBA Your Pie Hapeville 109 located at 925 Virginia Avenue, Suite C

Background:

Your Pie Hapeville 109 has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from Mayor and Council. All departmental reports have been received, advertising has been completed, and staff has no questions or major concerns with this application. City Manager and Staff recommends approval.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Your Pie Alcohol Beverage License Application_Redacted
5. Questions on Agenda Items
The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
 6. Consent Agenda
6.I. Consideration and Action On Agreement with Hannah Burton to Facilitate Workshops related to Dia de los Muertos Celebration

Background:

The Screen Printer Workshop on October 31 - November 1, 2020, will be in conjunction with the second annual Dia de los Muertos (Day of the Dead) Event, which will be held November 1, 2020. This outdoor, socially distanced event will be in compliance with local ordinances and participants will be required to wear masks.

Documents:

1. Workshop Facilitation Agreement Hannah Burton DOTD 2020
- 6.II. Consideration and Action On Agreement with Jesus Andres Lugo Gomez to Provide a Public Screening of 20 Films (Listed in Contract) during Dia de Los Muertos at Jess Lucas Park.

Background:

Hapeville is preparing for the second annual Dia de Los Muertos (Day of the Dead) Event, which will be held October 31st – November 1st. This outdoor event will practice social distancing and attendance will be monitored. The event will include workshops, Latinx film screenings, vendors live music and local artists.

Documents:

1. Media Artists Agreement Jesus
- 6.III. Consideration and Action On Agreement with Edgar Litumasoto to Provide a Temporary Facade Improvement at Jess Lucas Park in Celebration of Dia de Muertos.

Background:

Hapeville is preparing for the second annual Dia de Los Muertos (Day of the Dead) Event, which will be November 1, 2020. This outdoor event will practice social distancing and attendance will be monitored. The event will include workshops, Latinx film screenings, vendors live music and local artists.

Documents:

1. Mural Agreement with Edgar Litumasoto DOTD 2020
- 6.IV. Consideration and Action On Agreement with Monica Alexander to Provide a Temporary Facade Improvement at Jess Lucas Park in Celebration of Dia de Muertos.

Background:

Hapeville is preparing for the second annual Dia de Los Muertos (Day of the Dead) Event, which will be November 1, 2020. This outdoor event will practice social distancing and attendance will be monitored. The event will include workshops, Latinx film screenings, vendors live music and local artists.

Documents:

1. Mural Agreement with Monica Alexander DOTD 2020
- 6.V. Consideration and Action On Agreement with Laura Vela to Provide a Temporary Facade Improvement at Jess Lucas Park in Celebration of Dia de Los Muertos.

Background:

Hapeville is preparing for the second annual Dia de Los Muertos (Day of the Dead) Event, which will be November 1, 2020. This outdoor event will practice social distancing and

attendance will be monitored. The event will include workshops, Latinx film screenings, vendors live music and local artists.

Documents:

1. Temporary Mural Agreement - Laura Vela DOTD 2020

7. Old Business

7.I. Consideration and Action on 2020-2021 Budget – Qtr. 1 Budget Amendment - 2nd Reading

Background:

The FY2021 budget was approved on June 23, 2020. The original budget called for \$15.3M in general fund expenditures with an initial revenue listed at \$12.9M. The funding shortfall of \$2.4M is to be covered by the City's reserves. Finance has revisited the original revenue forecasts. As the new fiscal year is underway, several key revenue projections are coming to focus. As revenue receipts increase, the City's reliance on the City's cash reserves has decreased by \$326,578.00. Finance requests the Mayor and Council review and ratify the updated budget in an official amendment.

We are increasing the cash receipts projections by \$473,892.00 based on the following factors; CARES funding allotted to the City of Hapeville by Fulton County, October 2020 billing of personal and real property taxes, and higher than projected Local Option Sales Tax (LOST) distributions.

The attached budget amendment will include:

1. Tax revenue has been updated to reflect \$6,302,540.10 in real and property tax billing, with a projected collection rate of 96% of \$6,050,438.50.

2020 Real Property	Billed- \$4,916,145.06	Projected collection -\$4,719,499.26
2020 Personal Property	Billed- \$1,386,395.04	Projected collection- \$1,330,939.24

2. Local Option Sales Tax, LOST has increased incrementally with a new forecasted \$1,750,000.00, up from \$1,575,000.00 for the year.
3. Loan proceeds of \$151,454.00 due to previously budgeted Public Safety vehicles
 - a) Ladder Truck (Fire Administration)
 - b) Explorer (Fire Administration)
 - c) Dodge Durangos (Police Administration)
4. CARES funding for \$272,000.00.

A review of City expenditures and budget realignment will take place on the Qtr2 budget amendment. As of September 30, 2020, all City expenditures are 20 % or less YTD burn rate.

The updated 2020-2021 budget will be uploaded to the City's website after Mayor and Council approval.

Documents:

1. Ordinance to Amend Budget for Fiscal Year 2020-2021
2. FY2020-2021 Proposed Budget Amendment Report - September 2020

7.II. Consideration and Action on Stormwater Ordinance Revision for Post-Construction on New Developments and Redevelopments-2nd Reading

Background:

The Georgia Environmental Protection Division (EPD) requires local jurisdictions to adopt and update stormwater ordinances to be in compliance with their MS4 permits. This latest model ordinance addresses development and redevelopment and enforcement of post-construction stormwater controls. The biggest change to the ordinance is the requirement that stormwater management systems be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable. The rest of the changes are definitions and clarifications on calculating stormwater runoff for developments.

Documents:

1. Ordinance - Post-Construction Stormwater Management (02559015xA0B3B)

7.III. Consideration and Action on Resolution to Allow Installment Payments of Alcohol License Fees

Background:

On October 6, Mayor and Council discussed installment payments for 2021 alcohol license renewal fees. Legal has drafted the attached resolution amending and updating the fee schedule and an Emergency Financial Relief Payment Schedule form for consideration and action.

Documents:

1. Resolution - Update Fee Schedule
2. Exhibit A - Schedule of Fees (2)
3. Emergency Relief Fund Payment Schedule_

8. New Business

8.I. Consideration and Action to enter into an Intergovernmental Agreement with Fulton County regarding the Hapeville Memorial Stadium

Background:

The previous IGA between the City of Hapeville and Fulton County has expired. The new one is for five years and contains the same arrangements as the previous one except for the demolition of the press box and fencing of the football field as requested by the city. Once approved by Mayor and Council the document will be presented to Fulton County for approval during their November meeting.

Documents:

1. City of Hapeville IGA for use and lease of facilities at Hapeville E.S_

8.II. Consideration and Action to change a job title from Custodian to Full Time Recreation Aide within the Recreation Department

Background:

The Recreation Department has a full-time position currently labeled as Custodian. The department will like to replace the Custodian job title with Full Time Recreation Aide. The change in title will enable the department to have an employee that can assist in administration duties, provide support in our programs as well as handle light custodial duties. The salary range will not need adjusting as both positions salaries mirror one another. This position is currently budgeted.

9. City Manager Report

10. Public Comments

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

11. Mayor and Council Comments

12. Executive Session

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

13. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



3368 South Fulton Avenue
Hapeville, GA 30354
Phone: (404) 766-8000
Fax: (404) 669-3302

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 6/29/2020 ☒ New ☐ Amended

Contact Name: Birju Patel Phone: [REDACTED]

Business/Trade Name: Rudra Enterprises, LLC

D/B/A: Your Pie Hapeville 109

Email: [REDACTED]

Emergency Contact Name: Hema Patel Phone: [REDACTED]

Business Address: 925 Virginia Ave. Suite C Hapeville, GA 30354

TYPE OF BUSINESS

- | | |
|--|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☒ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

	Retail	On-Premise Consumption	Wholesale/Manufacturer
☐ Beer/Wine	\$3,150.00	☒ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☐ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

Beer	\$750.00
Wine	\$750.00
☐ Liquor	\$1600.00

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Birju G. Patel Date of Birth: [REDACTED]/1974

Revised March 2018

Current Address: 739 Fairfield Dr Peachtree City, GA 30269

Spouse Name: Hema Patel

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years: Crowne Plaza Atlanta SW Peachtree City, Firehouse Subs Peachtree city

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain) _____

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 85-1265177

State Tax ID Number: 20310517738

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Venus Virginia, 3434 Browns Mills Rd, Atlanta GA 30354
Raj Patel (404-456-8483)

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Birju G Patel	Owner/Member		739 Fairfield Dr Peachtree City, GA 30269	50
Hema B Patel	Owner/Member		739 Fairfield Dr Peachtree City, GA 30269	50

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District U-V

Nearest Intersection: Rainy Ave. and Virginia Ave.

Building Square Footage: _____ Business Square Footage (if not using entire building): ~~1725~~ 2561

Patio/Outdoor Dining Square Footage (if applicable): N/A

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)
See Site Plan

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). See Site Plan

Hours/days of operation: _____

Description of adjacent properties (residential/commercial) Left and Right Commercial

In Front (across Street) Commercial

Behind: residential

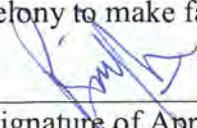
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.



Signature of Applicant or Agent

Birju Patel

Print or Type Name

I certify that Birju Patel (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 28 day of July, 2020.

Yuly M. Isaac

Notary Public

My commission expires on: 07/16/2023



USA

Georgia

DRIVER'S LICENSE

LIMITED-TERM

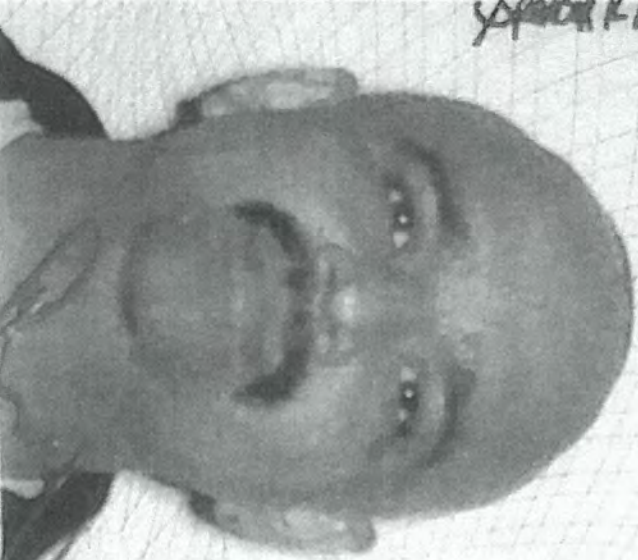
GOVERNOR

P. R. Hall

COMMISSIONER

James R. Hall

092974



[Signature]

DL NO. 060022387 DOB [REDACTED] 1974
CLASS C EXP 05/27/2021

BIRJU GHANSHYAMBHAI
PATEL

739 S FAIRFIELD DR
PEACHTREE CTY, GA 30269-3924

FAYETTE

Restrictions A End NONE

Iss 01/23/2019

Sex M Eyes BLK
Hgt 5'-09" Wgt 168 lb

DD # 369805488620042739

URGENT MEDICAL INFORMATION ON REVERSE DONOR

7. Marital Status ☐ Single ☒ Married ☐ Widowed ☐ Divorced ☐ Separated

8. If married, give Spouse's full name Hema B Patel

9. Physical Description of Applicant _____ Race Indian Sex Male Height 5'-09"

Weight 175 Age 45 Hair Color Bald Eyes Black

10. Education and training specific to restaurant/alcohol field.

Serve Safe/ Your Pie training

11. Have you ever used or been known by any other name ☐ Yes ☐ No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period during which you were known by this name. _____

13. Are you a registered voter in the State of Georgia ☐ Yes ☐ No

County registered

Number of years registered

Fayette County

14. For the last calendar year, did you file and pay any County property tax ☐ Yes ☐ No

Name of County

Fayette County

15. For the last calendar year, did you file and pay any City property tax ☐ Yes ☐ No

Name of City

Peachtree City

16. Employment record for the past ten (10) years (Give most recent experience first, if self-employed give details)

	From	To	Employer	Occupation Duties	Reason for leaving
(a)	Crowne Plaza		Apsilon Hotels		
(b)	Firehouse Subs				
(c)					
(d)					
(e)					
(f)					
(g)					
(h)					

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State
(a)	2016-2018	135 Newcastle Ln,	Tyrone Ga	30290
(b)	2018-Now	739 Fairfield Dr	Peachtree City, GA	30269
(c)				
(d)				
(e)				

20. Military Service ☐ Yes ☐ No

List Serial Number _____ Branch of Service _____
 Period of Service _____ Date of Discharge _____
 Type of Discharge received _____

21. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of

malt beverages, wine or intoxicating liquors, or the taxability thereof within five (5) years preceding this application? ☐ Yes ☒ No

22. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.

N/A

23. Position of applicant in dealer's business.

N/A

24. Does applicant have any ownership/profit sharing interest in business? ☐ Yes ☒ No
Describe.

State annual salary of applicant or the estimated annual profit or compensation derived from this business. \$

25. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? ☐ Yes ☒ No If Yes, explain.

26. Do you have any financial interest or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? ☐ Yes ☒ No If Yes, give names and locations and amount of interest in each.

27. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this State or outside this State which has not otherwise been disclosed in this statement. ☐ Yes ☒ No If yes, explain.

28. Have you ever had any financial interest in an Alcoholic Beverage business which was denied a liquor permit ☐ Yes ☒ No If yes, explain.

29. Has any Alcoholic Beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of distilled spirits. ☐ Yes ☒ No If yes, explain.

30. Have you ever been denied a bond by a commercial surety company? ☐ Yes ☒ No
If yes, explain.

31. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia.
☐ Yes ☒ No

32. Personal References. Give three (3) personal references, not relatives (i.e., former employers, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name

Raj Patel

Residence

135 Newcastle Ln, Tyrone GA 30290

Business Address

3434 browns Mill Rd, Atlanta GA 30354

Telephone Number

[REDACTED]

Number of Years Known

20+

Name

Hina Patel

Residence

135 Newcastle Ln, Tyrone GA 30290

Business Address

Telephone Number

[REDACTED]

Number of Years Known

25+

Name

Bhavin Patel

Residence

Business Address

Telephone Number

Number of Years Known

10+

33. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached.

34. There must be submitted with this personnel statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished by the City of Hapeville. Initial here that such fingerprint cards are attached. _____

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath or affirmation and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

Verification

I, Birju Patel, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Hapeville license as a dealer in alcoholic beverage and liquors are true, and no false or fraudulent statement or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Hapeville. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application and any action taken on this statement and any related application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this statement. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. § 16-10-20.

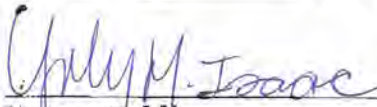

Applicant's Signature
(Full name in ink)

Birju Patel
Applicant's Name
(Print or Type)

I certify that Birju Patel
(the above named applicant)

is personally known to me, and that he signed his name to the foregoing statements and answers made therein, and, under oath, has sworn that said statements and answers are true.

This 10th day of August, 20 20.


Notary Public

Seal:
personnel statement.doc





#4

News Ad

On Premise Consumption

Application has been made by Rudra Enterprises, LLC, Owner Birju Patel at 925 Virginia Ave. Suite C, Hapeville, GA 30354 for the issuance of a 2020 Alcohol Beverage On-Premise Consumption of Beer, Wine and Liquor.

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

RN-224431 (100%)

ADVERTISER: PATEL

SALES PERSON: RNR904

SIZE: 2X2

PUBLICATION: MA-SOUTH FULTON

PROOF CREATED AT: 6/16/2020 10:05:27 AM

NEXT RUN DATE: 06/24/20

PROOF DUE: 06/24/20 19:00:00

TIMES JOURNAL, INC.

P.O. BOX 1633
ROME GA 30161-1633PHONE: 770-428-9411
FAX: 1888

Advertising Payment Receipt

Account number:	230166	Credit Card #:	***** [REDACTED]
Account name:	SHIV PATEL 3434 BROWNS MILL ROAD ATLANTA GA 30354	Approval Code:	02372G[324649947]
		Credit Holder Name:	SHIVAM PATEL
Phone number:	404-564-1701		
Payment number:	210913		
Payment date:	06/16/20		
Amount:	240.24		
Payment description:	CREDIT CARD PAYMENTS SHIV PATEL		

Ad Number:	224431	Class Code:	A
Ad Taker:	beast	Salesperson:	R904
First Words:	ON PREMISE CONSUMPTION		

#5

Lease

LEASE AGREEMENT

BASIC PROVISIONS

This Lease Agreement ("**Lease**") is between Rudra Enterprises, LLC, a Georgia limited liability company, ("**Tenant**"), and the Landlord identified below.

Landlord leases the following described premises (the "**Premises**") to Tenant and Tenant leases the Premises from Landlord subject to all provisions of this Lease.

Premises Address: 925 Virginia Ave
Hapeville, Georgia
Suite

Name of Center: Virginia Avenue Retail

Approximate interior dimensions of the Premises: being part of Suite A as shown on the Site Plan attached hereto and marked Exhibit "A" Tenant C (approximately 2,500 square feet) (First Floor)

1. Effective Date of this Lease: _____, 2020.
2. Landlord: Venus Virginia Ave. LLC
 - a. Landlord is a limited liability company, formed in the state of Georgia.
 - b. Landlord's federal tax identification number is 81-3343608
 - c. Landlord's address for notice: 3434 Browns Mill Road, SE
Atlanta, Georgia 30354
 - d. Landlord's address for payment of rent: 3434 Browns Mill Road, SE
Atlanta, Georgia 30354
 - e. Landlord's telephone number: 404-564-1701 Fax: 404-305-0105;
email: yuly@apsilonhotels.com
raj@apsilonhotels.com
3. Tenant address for notices:

Address:	739 South Fairfield Drive Peachtree City, GA 30269
Telephone:	1(404)772-0984
Email:	Birju.patel1974@yahoo.com

With electronic copy to:

All rent and accounting inquiries to:

4. Important Dates:

4.1. **Effective Date.** The date on which both Landlord and Tenant have signed this Lease and a signed original Lease is received by Tenant.

4.2. **Lease Commencement Date.** The Lease Commencement Date shall be defined as receipt of possession. Landlord anticipates delivery of possession on or before May 1st 2020.

The term "delivery of possession" or words of similar import shall be defined as the date on which Landlord has completed and satisfied requirements for all of Landlord's Work and has given keys and access to the Premises to Tenant or Tenant's agent, subject, however, to Tenant's acceptance of Landlord's Work.

4.3. **Commencement Date Agreement.** Promptly following the Commence Date, Tenant shall execute Landlord's Commencement Date Agreement in substantially the form attached hereto as Exhibit "C" and made a part hereof, acknowledging: (a) the Commencement Date of this Lease; and (b) except for any punch-list items, that Tenant has accepted the Leased Premises. If Tenant takes possession of and occupies the Lease Premises, Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to any punch-list items.

5. Initial Term of this Lease: Ten (10) Lease Years commencing on the Lease Commencement Date. Option period shall be three (3) consecutive five-year (5) terms.

6. Rent:

6.1. **Rent.** Rent shall be \$27.00 PSF which includes Tenant's share of CAM Expenses for the first five (5) lease years and shall increase at the rate of fifteen percent (15%) per each five (5) Lease Option Period thereafter as follows:

Lease Year	Yearly Rent	Monthly Rent
1-5	\$67,500	\$5625.00

Option Periods See Exhibit "D"

6.2. **Rent Abatement.** Rent commences one hundred twenty (120) days after Landlord's Delivery of Possession. However, first month's rent shall be paid by Tenant to Landlord at Effective Date of the Lease.

6.3 **Additional Rent:** Tenant's additional charges under the Lease.

7. Options to extend the Term: Three (3) additional Five (5) year periods on Terms stated in the **Exhibit D** to this Lease entitled "Option to Extend the Term."
8. Insurance coverage: Liability: \$1,000,000.00
Casualty: 80% of replacement value of Tenant Improvements.
9. Tenant's Pro-Rata Share: N/A
10. Security Deposit: None
11. Landlord's Broker: None
12. Tenant's Broker: None

Signatures for Lease

This Lease consists of the foregoing Basic Provisions, the following General Provisions, the Exhibits described on the attached exhibit list, and a Memorandum of this Lease described in the General Provisions, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the Exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

All rights and duties under this Lease except the duty to pay Base Rent, Additional Rent, and taxes are effective on the Effective Date. Tenant's duty to pay Base Rent and Additional Rent, one hundred twenty (120) days after the Commencement Date.

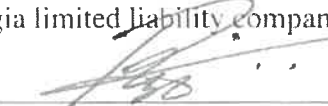
Exhibit List

1. Exhibit A Center Site Plan
2. Exhibit B Landlord Obligations to Complete Landlord Work
3. Exhibit C Notice of Delivery of Premises to Tenant
4. Exhibit D Option to Extend the Term
5. Exhibit E Guaranty
6. Exhibit F Rules and Regulations

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease on the dates set forth below.

Signature of Landlord

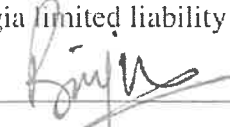
VENUS VIRGINIA AVE, LLC
a Georgia limited liability company

By: 
Rajesh A Patel, Manager

Date: 02/17/2020

Signature of Tenant

RUDRA ENTERPRISES, LLC
a Georgia limited liability company

By: 

Date: 02/17/2020

By: Bigu PATEL
MANAGER

1. General Definitions.

1.1 Additional Rent. "**Additional Rent**" means Tenant's additional changes under the Lease.

1.2 Affiliate. An "**Affiliate**" is any company controlling Tenant, controlled by Tenant or controlled by the same company which controls Tenant.

1.3 Building. The Building means the structure in which the Premises is located in the Center.

1.4 Center. The "**Center**" is the shopping center depicted and described on the Center Site Plan attached as an Exhibit A to this Lease.

1.5 Hazardous Materials. "**Hazardous Materials**" shall mean any hazardous or toxic substance or container therefore which is or becomes regulated by any governmental authority and includes, without limitation, underground storage tanks and any substance which is (a) defined as "Hazardous Substance," "Hazardous Waste," or "Extremely Hazardous Substance" pursuant to any provision of the United States Code, including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986, (b) defined as a hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Premises, (c) petroleum or a petroleum by-product, (d) asbestos or asbestos containing material, (e) a pesticide, (f) a polychlorinated biphenyl, (g) a dry-cleaning fluid or (h) a solvent.

1.6 Inspection Period. The "**Inspection Period**" is the period described in the Basic Provisions during which Tenant may inspect the Premises and investigate access to and the feasibility of the Premises.

1.7 Lease Year. A "**Lease Year**" consists of twelve (12) consecutive calendar months beginning on the Rent Commencement Date and each anniversary thereof.

1.8 Permits. "**Permits**" are all authorizations and approvals issued by government agencies and necessary for Tenant to install Tenant Improvements and operate its business on the Premises such as a zoning change, variance, use permit, alcoholic beverage license, environmental law compliance, utility connection permit, parking approval, sign approval and Building permit.

1.9 Permitting Period. The "**Permitting Period**" is the period described in the Basic Provisions.

1.10 Rent. "**Rent**" includes Base Rent and Additional Rent.

1.11 Tenant Improvements. **Tenant Improvements** shall mean all installations, fixtures, and equipment and all their components, exterior security lighting, and all identification, advertising, parking and directional signs and media required by Tenant to be located on or

adjacent to the Premises, whether constructed on the Premises or off the Premises. All Tenant Improvements shall be the property of Tenant. Upon termination of this Lease the Tenant Improvements, which are not trade fixtures or other personal property, shall become the property of Landlord unless they are removed by Tenant pursuant to this Lease.

2. Premises.

2.1 Premises. The Premises are described in the Basic Provisions and consist of interior space in a Building located in the Center described in the Center Site Plan attached as Exhibit A and include all related easements, rights, privileges, appurtenances and the rights of ingress and egress.

3. Use.

3.1 Tenant Use. *Your Pie Pizza.*

Tenant shall comply with all laws applicable to Tenant's specific use of the Premises.

Tenant's employees will have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

Tenant shall have the right to use the common area dumpster facility on the Premises.

3.2 Tenant Sign Rights. Tenant may install one (1) exterior Building sign above its Premises on the Building. All signage will be in conformance with local sign ordinances. Tenant will have mock-ups prepared for Landlord's review and approval. Please provide photographs or renderings for this purpose. Tenant shall also have the ability to place professional signage on the windows of the Premises, with prior reasonable approval of Landlord, and shall have one sign on each side of the existing monument/pylon, at the top vacant space.

Tenant may also place temporary "coming soon" and "now open" signage in a mutually agreeable location and in conformance with all local sign ordinances.

Landlord approves of consents to the installation of the Tenant's use and display of the then current Your Pie signs and awnings.

3.3 Tenant Parking Spaces. Landlord will provide Tenant all parking necessary to meet all code and permitting requirements for the Premises. Tenant shall have the right, at Tenant's expense, to install signs which identify two (2) parking spaces for use by Tenant, Tenant's customers and invitees and label same as "Your Pie Parking Only".

3.4 Non-Exclusive Rights. Landlord grants Tenant, Tenant's customers and invitees the non-exclusive right to use all of the Common Area of the Center subject to reasonable regulation by Landlord applied uniformly to all occupants of the Center. "Common Area" means that portion of the Center designed for common use by Tenant and others, including all parking areas, driveways, walkways and landscaped areas, but excluding the Premises and other Buildings

in the Center.

4. Assignment and Subleasing. Tenant shall have the right to assign or sublease any and all space of the Premises with prior written approval from Landlord, which shall not be unreasonable withheld, conditioned or delayed. However, Tenant shall have the right to assign or sublet the Lease Premises or any part thereof, without charge and without Landlord's consent being required, to any bona fide Your Pie franchisee and/or to Tenant's Franchisor, or its parent, subsidiaries or affiliates (its parent, subsidiaries and affiliates are each referred to herein as a ("Franchisor")) or to a duly authorized franchisee of Franchisor, however any Franchise who an Assignee or Sublessee shall execute a Personal Guaranty of all obligation under the Lease to the Landlord. In the event of an assignment to the Franchisor, the Franchisor shall have the right to reassign the Lease, without charge and without Landlord's consent being required to a duly authorized franchisee of Franchisor and to thereupon the Tenant shall be released from any further liability under the Lease. Any option to extend the term of the Lease shall automatically transfer to an assignee in connection with the transfer made pursuant to the foregoing paragraph. In the event Tenant sells the business located at the Premises, it shall have the ability to assign the Lease, and be released from future lease obligations, provided such purchaser/assignee assumes all of the obligations of Tenant under the lease in a form satisfactory to Landlord, is approved for a loan to purchase the business from a lender and execute a Personal Guaranty of all obligation under the Lease to the Landlord.

In addition, provided the use of the Premises is not changed, any change in the operational control of Tenant by transfer or stock or otherwise shall not be considered an assignment or sublease or require Landlord's consent.

5. Inspection by Tenant. Tenant's obligations to perform under this Lease are contingent upon the waiver by Tenant of, or Landlord's satisfaction of, the following inspection contingencies before expiration of the Inspection Period: (a) access and title to the Premises shall be satisfactory to Tenant, (b) the Premises shall be suitable for Tenant's use, and (c) operation in the Premises shall have been determined by Tenant to be feasible.

Tenant may inspect the Premises, including title, access, soils, structural components and Hazardous Materials, to determine whether, in Tenant's sole and absolute discretion, the Premises are suitable for Tenant's occupation and use. After the Effective Date, Tenant may enter the Premises and conduct all tests Tenant deems necessary. Tenant shall keep the Premises free of all mechanics liens and claims resulting from Tenant's inspection and testing on the Premises.

Before Tenant's receipt of Permits, Tenant shall notify Landlord in writing of the results of its inspections along with its objections, if any, to the condition of the Premises (the "Objection Letter"). Landlord shall promptly correct Tenant's objections. If Landlord fails to correct Tenant's objections, within ten (10) business days of receipt of the Objection Letter or such time reasonably necessary or required to correct Tenant's objection. Tenant may elect to: (a) cancel this Lease, (b) waive the objection or (c) extend the time for Landlord's correction (in which event the Rent Commencement Date shall be extended for the duration of such extension).

Within three (3) days of receipt of Permits, Tenant shall issue a waiver of contingency

letter and the Lease shall be fully binding.

6. Tenant's Permit Contingency. If the Permits are not obtained, or if they are available only with conditions unacceptable to Tenant, Tenant shall have the right to cancel this Lease upon thirty (30) days prior written notice to Landlord.

7. Tenant Obligations.

7.1 Payment of Rent. Tenant shall pay to Landlord in United States dollars, the Rent provided for in the Basic Provisions, in advance, on the first day of each calendar month of the Term. Rent for a partial month beginning on the Rent Commencement Date and at the end of the month shall be prorated on the basis of a thirty (30) day month, except as same may be abated at the commencement. Tenant shall pay a late charge of two percent (2.00%), of the monthly installment of Base Rent and Additional Rent that is not received by Landlord by the tenth (10th) day from the date such installment or payment was due.

7.2 Payment of Additional Rent. Tenant shall pay, as Additional Rent, Tenant's additional obligation under the Lease be paid at the same time and in the same manner as Base Rent.

7.3 Payment of Taxes. With respect to all real property and ad valorem taxes including, but not limited to, extraordinary and/or special assessments which after occupancy may be levied or assessed by any lawful authority against the real property and Buildings comprising the Center (the same being hereinafter collectively referred to as the "Taxes and Assessments"):

a. Landlord shall timely and fully pay all Taxes and Assessments levied against the Center, including the Premises.

b. Tenant shall also pay to the appropriate governmental authority, as and when due, any taxes imposed on the inventory, fixtures, and equipment of Tenant and shall not suffer or permit any tax lien or similar lien to attach thereto.

7.4 Alterations by Tenant. Tenant shall have the right to make Alterations to the Tenant Improvements in accordance with this Section. "Alterations" under this Lease include interior changes, demolition, remodeling and renovation. Non-structural Alterations in the Premises may be made without the consent of Landlord if the cost thereof does not exceed Twenty-Five Thousand Dollars (\$25,000.00). Subject to the exceptions below, structural interior Alterations, non-structural interior Alterations with a cost in excess of Twenty-Five Thousand Dollars (\$25,000.00), and all exterior Alterations require prior approval of Landlord.

7.5 Approval of Tenant Alteration Plans. If Tenant proposes Alterations to the Premises which require approval of Landlord, Tenant shall provide Landlord with an opportunity to review and approve Tenant's proposed Alteration Plans. "Alteration Plans" shall consist of plans illustrating materials, colors and dimensions, and the layout of the Alterations on the Premises. If

Landlord disapproves any aspect of Tenant's proposed Alteration Plans, such disapproval and the reasons for disapproval, including a statement of changes Landlord requires in order to grant approval, shall be delivered to Tenant. Without in any way limiting Landlord's rights to refuse its consent to Tenant's proposed alterations, Landlord's consent shall be conditioned without limitation on all of the following: (A) Landlord's approval of final and complete plans and specifications for the alterations and their installation, (B) the appropriate governmental agency, if any, having final and complete plans and specifications for such work, and (C) Landlord's determination of whether any changes, modifications, alterations, additions or improvements to the Premises, or installations of any equipment or machinery would do any of the following: (i) affect structural or load bearing portions of the Premises or the Building, (ii) result in a material increase of electrical usage above the normal type of amount of electrical current to be provided by Landlord, (iii) result in an increase of Tenant's use of heating or air conditioning, (iv) impact mechanical, electrical or plumbing systems in the Premises, (v) affect areas of the Premises that can be reviewed, or (vi) violate any provision in law. If the alterations will affect the Premise's structure, HVAC System, or mechanical, electrical, or plumbing systems, then the plans and specifications must be prepared by a license engineer reasonably acceptable to Landlord. Landlord's approval of any plans and specifications shall not be a representation that the plans or the work depicted in them will comply with any applicable law or be adequate for any purpose, but shall merely be Landlord's consent to Tenant's installation of the alterations. Tenant is required to provide Landlord with building permits and evidence of insurance as required. Landlord shall have the right, but not obligation, to periodically inspect the work in the Premises and may require changes in the method or quality of the work. If Landlord's consent is granted, any such changes, modifications, alterations, additions, improvements or installations shall be made at Tenant's sole cost and expense. Subject to Landlord's prior written consent which should not be unreasonably withheld, Tenant may construct such improvements on the Premises as are necessary or desirable in connection with Tenant's Use of the Premises, provided, such improvements, alterations, additions or improvements to the Premises made by Tenant shall be performed in a good workmanlike manner and in conformity with all applicable laws and regulations as well as with Landlord's and Landlord's insurance carriers' specifications and requirements. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 7.5 upon Landlord's written request.

7.6 Payment for Utilities. Tenant shall pay for all sewer, electricity, gas, telephone, cable, sanitary sewer service, and other utility services furnished to the Premises. Tenant shall have the right to separately meter all utilities provided to the Premises. All utilities provided by Landlord and not separately metered shall be billed to Tenant at a cost not to exceed an amount charged by a public utility for the same service. Landlord shall not be responsible for the temporary or other failing of the supply of water, electric current or other utilities from whatever cause, excepting the gross negligence or willful misconduct of Landlord, its agents or employees. All installation, location and routing of any such utilities or services Tenant may desire for the Premises are subject to the prior approval Landlord. Tenant shall have the responsibility and pay for the cost to bring electricity and gas to the Premises.

7.7 Maintenance. Tenant shall maintain the interior portions of the Premises and Tenant Improvements in good condition and repair excepting normal wear and tear. Tenant's duty to maintain the Premises includes maintenance of interior walls, all plumbing and electrical

systems installed by Tenant, plate glass, and exterior doors and HVAC Systems. Landlord shall maintain all structural elements of the Premises, including, without limitation, the roof, exterior walls, foundations, sprinkler systems (if any are required by code), exterior canopies, gutters and water spouts, structural components, the floor slab and underground and otherwise concealed sewage, plumbing, electrical and other utility systems of the Premises and the Center (other than those utility systems within and exclusively serving the Premises) in good order and repair and shall make all necessary replacements thereto. Landlord shall remedy all defects in Landlord's Work of which Tenant gives Landlord written notice for a period of one (1) year from the commencement of the Term and any latent defects upon prompt notice upon the discovery thereof by Tenant. Landlord shall be responsible for all repairs necessitated by the willful acts or negligence of Landlord, its agents, employees or contractors.

7.8 General Insurance Requirements. Tenant shall maintain, at Tenant's expense, the insurance described in this Lease. Tenant may provide insurance through a blanket policy or Tenant may self-insure. If Tenant does not self-insure, Tenant shall provide Landlord with certificates of insurance upon request confirming coverage and confirming that policies will not be terminated without thirty (30) days prior notice to Landlord.

Neither party shall be liable to the other party for any of the risks insured against under any insurance policy required under this Lease. Each policy shall contain a waiver by the insurer of any right of subrogation to the rights of Landlord or Tenant which arises from any payment under an insurance policy required under this Lease.

7.9 Casualty Insurance. Tenant shall maintain fire insurance with endorsements for all perils, covering all Tenant Improvements and all personal property in the Premises in an amount not less than the percentage of the replacement value thereof stated in the Basic Provisions. The replacement value shall be determined by Tenant's insurer.

7.10 Liability Insurance. Tenant shall maintain comprehensive general liability insurance with a limit per occurrence in the amount stated in the Basic Provisions. Landlord shall be named as an additional insured. The liability insurance shall contain endorsements for cross-liability and for assumed contractual liability for liabilities assumed by Tenant under this Lease, and shall provide coverage against claims for bodily injury, personal injury, death and property damage occurring on the Premises in amounts not less than \$1,000,000, with respect to bodily injury (including death) and property damage combined, and \$1,000,000 with respect to any one occurrence. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnitors provided in this Lease.

7.11 Other Insurance. Tenant shall carry all other insurance required by applicable law, including, but not limited to workers compensation in amounts not less than the minimum amounts required by applicable law. In the event Tenant fails to procure or pay for any insurance required by this Section, Landlord shall, in its sole discretion, have the option of procuring such insurance and paying for such insurance on behalf of Tenant and charging any such sums back to Tenant as Additional Rent hereunder. Furthermore, any failure of Tenant to maintain, procure, and pay for insurance required by this Section shall be deemed an Event of Default under this Lease as set forth in Section 14 below.

7.12 Subordination. At Landlord's option, this Lease shall be subordinate to any mortgage or deed to secure debt encumbering the Premises provided the grantee under such mortgage or deed to secure debt delivers to Tenant a recognition and non-disturbance agreement satisfactory to Tenant, or adequate provision is made in the mortgage or deed to secure debt, assuring that Tenant's rights under this Lease shall be recognized and not disturbed upon foreclosure, so long as Tenant is not in default under this Lease and Tenant attorns to the party acquiring title to the Premises following such foreclosure. Tenant shall execute a subordination agreement in connection with the foregoing as necessary to establish this Lease as subordinate to such mortgage or deed to secure debt.

7.13 Surrender of Premises; Removal of Improvements. Upon any termination of this Lease, Tenant has the option during the fifteen (15) days following termination, to remove all Tenant Improvements, and clean up the Premises, or to leave the Tenant Improvements, but in that case, Tenant may remove personal property, plus all signs, structures and architectural features which in Tenant's judgment must be removed to prevent identification of the Premises with Tenant and shall promptly repair any damage caused by such removal. Upon vacating, Tenant shall leave the Premises in broom swept, as is, condition. The Tenant agrees that the following additional improvements and equipment located in the Premises shall not be removed and shall become Landlord's Property and shall be surrendered to Landlord at the termination of the Lease or the Landlord taking possession of the Premises: HVAC systems including all duct work, all electrical panels, all attached restaurant equipment attached to the walls or floors of the Premises (including hood and hood systems) and all ceiling and wall systems whether installed by Landlord or Tenant.

The provision of this Section shall survive the termination of the Lease.

7.14 Indemnification of Landlord by Tenant. Tenant shall defend, indemnify, and hold Landlord harmless from and against all claims, loss and liability incurred by Landlord, except to the extent caused by Landlord's negligence or misconduct, arising out of (a) any injury to or death of any person on the Premises, (b) any loss of or damage to any property occurring on the Premises, or (c) any acts or omissions of Tenant, Tenant's agents and employees.

7.15 Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be on the Premises, except that Tenant may use a Hazardous Material which is an indispensable element of Tenant's business. To the fullest extent permitted by law, Tenant shall indemnify, defend (with legal counsel acceptable to Landlord) and hold harmless Landlord, and upon demand, shall pay or reimburse Landlord for, any and all claims, actions, costs, fees, expenses, damages, environmental response costs, environmental investigation costs, legal or administrative proceedings, losses, injuries, obligations, penalties, fines and liabilities (including, without limitation, loss or restriction on use of rentable space or any amenity of the Premises and attorneys fees and expenses) that arise during or after the term of this Lease, directly or indirectly, from the presence of Hazardous Materials on, in, or about the Premises which is caused or permitted by Tenant or Tenant's agents during the term of this Lease.

As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material,

or waste which is or becomes regulated by any local governmental authority, the State of Georgia or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, (ii) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (iii) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., or (iv) any petroleum products, asbestos, contaminant, waste, irritant or pollutant that, as of the date hereof, is or was on the Premises or in the underlying ground water.

The provisions of this Section including, without limitation, the indemnification provisions set forth herein, shall survive any expiration or termination of this Lease.

8. Landlord Obligations.

8.1 Completion of Landlord Work. Landlord shall commence and diligently pursue to completion the preparation of the Premises, the utility installations, and the Common Area Improvements within the time and in the manner stated in the Exhibit B for a Your Pie prototype restaurant.

8.2 Delivery of Premises. Landlord shall deliver possession of the Premises to Tenant on or before the Premises Delivery Date stated in the Basic Provisions.

8.3 Third Party Consents and Waivers. Landlord shall provide Tenant with all consents and waivers from other tenants in the Center as are necessary to authorize the construction, development and use of the Premises as provided in this Lease. If any mortgage, deed to secure debt or other encumbrance on the Premises requires the giving of notice or receipt of consent to effect this Lease, Landlord shall give such notice or obtain such consent as required.

8.4 Alterations by Landlord. Landlord shall have the right to make Alterations to the Center without Tenant's consent only if the Alterations do not have a material and adverse effect upon access, parking or traffic circulation between the Premises and the Center or upon visibility of the Premises from the Center and adjacent public streets.

8.5 Quiet Enjoyment. Landlord shall assure Tenant of quiet enjoyment and possession of the Premises so long as Tenant performs all of its obligations under this Lease.

8.6 ADA Compliance. Any costs associated with ADA Code compliance for the Building will be the Landlord's sole expense and not passed on to the Tenant at any time during the lease term and any extension(s). Tenant shall be responsible for maintaining the interior premises in compliance.

8.7 Restrictions on Use of the Center. Subject to the provisions of Section 18.9, Landlord shall not lease any space in the Center to any person or entity which is in competition with all or any portion of the Tenant's permitted and intended use of the Premises.

8.8 Maintenance of Building by Landlord. Landlord shall maintain the Building in which the Premises are located in safe, clean, good order and repair, including roof, guttering, exterior walls, and floors. Tenant may not penetrate the roof of the Building to install Tenant Improvements, except with the prior consent of the Landlord.

8.9 Maintenance of Common Area by Landlord. Landlord shall operate and maintain the Common Area and all improvements therein in safe, clean, good order and repair. Landlord shall carry out a program of regular maintenance and repair to impede to the extent practical, deterioration by ordinary wear and tear. Landlord, at Landlord's sole cost and expense, shall take all reasonable legal steps necessary to insure any picketing, demonstrating or other disturbance in the Common Areas is removed or eliminated so that Tenant's business is not hindered or interrupted. In the event such activity shall be directed solely against Tenant, then Tenant shall pay the reasonable legal fees and expenses so incurred by Landlord. Landlord covenants, represents and warrants that neither Landlord nor any tenant or occupant of the Center shall have a carnival in the Common Areas. Landlord hereby covenants and represents to Tenant that no right or privilege granted to any other tenant or occupant of the Center to use or to have activities or events in the Common Areas shall interfere with the use of, access to, or visibility of the Premises and that, notwithstanding the use or activities of other tenants and occupants of the Center in the Common Areas, there shall at all times be adequate parking adjacent to the Premises for Tenant's customers and employees.

8.10 Common Area Insurance. Landlord shall maintain fire insurance with endorsements for all perils, covering all Common Area improvements, and the Building in which the Premises are located, in an amount equal to their full replacement value as determined by Landlord's insurer. Landlord shall maintain comprehensive general liability insurance for the Common Area with a limit per occurrence in the amount of Two Million Dollars (\$2,000,000.00). The liability insurance shall contain endorsements for cross liability and for assumed contractual liability for liabilities assumed by Landlord under this Lease, and shall provide coverage against claims for bodily injury, personal injury, death and property damage occurring on the Common Area.

8.11 Hazardous Materials. Landlord shall retain ownership of all Hazardous Materials on the Premises, except Hazardous Materials placed by Tenant, and shall execute all hazardous waste manifests or other documents necessary to confirm this ownership. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, losses, liabilities and expenses incurred by Tenant as a result of such Hazardous Materials.

8.12 Indemnification of Tenant by Landlord. Landlord shall defend, indemnify, and hold Tenant harmless from and against all claims, loss and liability incurred by Tenant arising out of (a) any injury to or death of any person on the Common Area, (b) any loss of or damage to any property occurring on the Common Area, or (c) the acts or omissions of Landlord, Landlord's agents and employees in the Center.

8.13 Further Acts. During the Term, Landlord shall not take any action which would adversely affect Tenant's ability to (a) comply with laws, rules and regulations applicable to Tenant's use, enjoyment or alteration of the Premises or (b) maintain, renew or obtain permits,

licenses or other approvals required by governmental agencies for Tenant's use, enjoyment or alteration of the Premises. Further, upon Tenant's request, Landlord shall cooperate with Tenant to enable Tenant to comply with such laws, rules and regulations and to maintain, renew or obtain such permits, licenses or other approvals, including, without limitation, joining with Tenant in applications and proceedings, executing agreements, easements, dedications or other documents or instruments requested by Tenant, and taking such additional actions as may be requested by Tenant.

9. Computing Common Area Expenses. N/A

10. Liens and Claims. Except as otherwise permitted herein, Landlord and Tenant shall maintain the Premises free of all mechanic's liens or similar claims caused by their acts or omissions. Each shall be entitled to contest such liens or claims at its own expense but, must post appropriate security to protect the interests of the other.

(a) Tenant shall have no authority, express or implied, to create or place any lien or encumbrance on the interest of Landlord in the Premises. Tenant agrees that Tenant shall pay or cause to be paid all sums due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed on the Premises by or at the direction of Tenant and that it will save and hold Landlord harmless from and against any and all claims and demands based on or arising out of liens or claims for liens against the Premises or the right, title and interest of Landlord in the Premises arising out of work performed on the Premises by or at the direction of Tenant and any actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Landlord in connection therewith, including attorney's fees and costs of litigation.

(b) If such mechanic's or other lien shall at any time be filed against the Premises or Center, Tenant shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the aforesaid cure period, then Landlord may, but under no circumstances shall Landlord be obligated to, discharge the same by paying the amount claimed to be due or, by procuring the discharge of such lien by deposit or bonding proceedings; and, in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for foreclosure of such lien by the lienor and payment of the amount of the judgment in favor of the lienor with interest, costs and allowance. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises, or any part thereof, unless Landlord has specifically contracted to do so, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against Landlord's interest in the Premises.

(c) For valuable consideration and as security for the payment of rent and other payments required to be made by Tenant and the obligations to be performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in Tenant's merchandise, inventory,

trade fixtures and Tenant's other equipment, fixtures and personal property now or hereafter placed in the Premises, and all Tenant's future accounts receivable generated by Tenant's business in the Premises during the term of this Lease and all renewals and extensions thereof. The security interest granted in this Article 10 shall also cover the proceeds of any of the above described collateral. Tenant covenants that the security interest granted to Landlord herein is prior to all other security interests in the aforementioned collateral. Landlord agrees to subordinate its said security interest to any bona fide purchase money security interest or any equipment lease agreement that Tenant may wish to create.

11. Condemnation. "**Condemnation**" means any impairment of Tenant's use of the Premises or the Common Area, or both, by act or omission of government authority, including without limitation, a change in applicable law, exercise of the power of eminent domain, or exercise of other government authority such as alteration of a public street directly serving the Premises or the Common Area, or both. A voluntary sale by Landlord to any party having the power to affect a Condemnation either under a threat of exercise of that power, or while proceedings are pending, shall be deemed to be a Condemnation. Landlord shall notify Tenant within fifteen (15) days after Landlord learns of any proposed or pending Condemnation. The proceeds, including any judgment and interest, arising from any Condemnation shall be deemed the "**Condemnation Award**". Whether this Lease is canceled or not canceled upon a Condemnation, the rights of Landlord and Tenant shall be governed by this Section.

Any Condemnation Award shall be allocated and paid to Landlord and Tenant in accordance with the laws of the state in which the Premises are located, but Tenant shall, in any event, be entitled to the Unamortized Cost of Tenant Improvements, plus Tenant's relocation expenses, loss of business and goodwill. "**Unamortized Cost of Tenant Improvements**" means that portion of all costs of developing and constructing Tenant Improvements which, if amortized on a straight-line basis over the Term, has not been recovered by Tenant as of the date of the Condemnation. Tenant shall not be entitled to any portion of an award attributable to other property in the Center, including the Common Area.

If, in Tenant's reasonable judgment, a Condemnation renders the Premises unsuitable for Tenant's continued operation, Tenant may by notice to Landlord, cancel this Lease, remove all personal property and fixtures and return the Premises to Landlord free of all liens, claims and encumbrances caused by Tenant's actions on the Premises. It will be reasonable for Tenant to determine the Premises are unsuitable for Tenant's continued operation after a Condemnation if there is a reduction in the amount of business revenue received at the Premises following the Condemnation, or if any of the Tenant Improvements, the Building, access, drive through, or parking facilities are altered.

If Tenant fails to cancel this Lease as permitted above, the Base Rent for the remainder of the Term, exclusive of extensions, shall be reduced in the same proportion that the amount of business revenue received on the Premises decreases during the twelve (12) months immediately after the Condemnation in relation to the business revenue received on the Premises during the twelve month period immediately before the Condemnation.

12. Destruction of Tenant Improvements. Subject to (a) the limitations of this Section, and (b) Landlord completion of all necessary repairs and restoration of the Building in which the Premises are located, Tenant shall promptly repair and restore all Tenant Improvements which are damaged but, which have not incurred Substantial Destruction. "Substantial Destruction" means damage or destruction to Tenant Improvements with a value equal to twenty-five percent (25%) or more of their replacement value as reasonably determined by Tenant insurance adjuster. Within ninety (90) days after Substantial Destruction, Tenant shall elect to either (a) remove all personal property and fixtures, clean up the Premises, return the Premises to Landlord and cancel the Lease or (b) continue, for the remainder of the Term, to pay Base Rent and Additional Rent, and provide liability insurance as required in this Lease. If Substantial Destruction occurs during the last year of the Term, Tenant may elect to remove all Tenant Improvements, clear and clean up the Premises, cancel this Lease and return the Premises to Landlord or repair and restore all Tenant Improvements.

13. Destruction of Common Area. Landlord shall promptly restore all damage or destroyed Common Area, including the Building in which the Premises are located. If, in Tenant's reasonable judgment, damage or destruction to the Common Area or Building renders the Premises unsuitable for Tenant's continued operation or Landlord's restoration will exceed ninety (90) days, Tenant may, by notice to Landlord, cancel this Lease, remove all Tenant Improvements and return the Premises to Landlord. It will be reasonable for Tenant to determine the Premises are unsuitable for Tenant's continued operation after the damage or destruction if there is a reduction in the amount of business revenue received at the Premises. If Tenant fails to cancel this Lease, the Base Rent for the remainder of the Term shall be reduced in the same proportion that the amount of business revenue received on the Premises decreases during the twelve (12) months immediately after the damage or destruction in relation to the business revenue received on the Premises during the twelve (12) month period immediately before the damage or destruction.

14. Default by Tenant.

14.1 Default. The following events shall constitute events of default (individually "Event of Default" and collectively "Events of Default") by Tenant under this Lease: (i) Tenant shall fail to pay within ten (10) days after the due date any Base Rent, Additional Rent or other payments for reimbursement of expenses to be made by Tenant; (ii) Tenant shall fail to comply with any agreement, covenant, representation, warranty, term or condition of this Lease (other than the payment of Base Rent, Additional Rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice of the failure; (iii) Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (iv) Tenant shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or any statute of the United States or any state, or there shall be filed against or on behalf of Tenant or any guarantor of this Lease a petition in bankruptcy or insolvency or a similar proceeding, or Tenant or any guarantor shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Tenant or any such guarantor of this Lease; (v) Tenant shall vacate or abandon the Premises; (vi) Tenant shall fail to comply with or abide by the Rules and Regulations, if any, either attached hereto and incorporated herein as Exhibit "F" or adopted by Landlord hereafter, notice of which adoption shall have been given by Landlord to Tenant; or (vii) Tenant shall cease continuous operations in

the Premises (and Tenant shall be conclusively presumed to have so ceased continuous operations in the event Tenant's operations shall not be conducted in the Premises for more than two one-week periods during any calendar year during the term of this Lease.

14.2 Remedies. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which it may have for possession or arrearages in Base Rent, Additional Rent or other amounts payable by Tenant: (i) Landlord may terminate this Lease by giving Tenant notice of termination, in which event Tenant shall immediately surrender the Premises to Landlord and this Lease shall be terminated at the time designated by Landlord in its notice of termination to Tenant; (ii) Landlord may, with or without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, (iii) Landlord may re-lease the Premises in its own name or on behalf of Tenant, on such terms as Landlord may deem satisfactory, and receive the rent for any such re-leasing, in which event Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such re-leasing, such deficiency to be determined by subtracting the rent received by Landlord for any such re-leasing of the Premises from the Base Rent and Additional Rent which would have been received by Landlord from Tenant had Tenant complied with all of the terms and provisions of this Lease; (iv) Landlord may do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall pay Landlord on demand for any expenses, including without limitation attorney's fees, which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease; or (v) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (1) the Base Rent, Additional Rent, and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the expiration date over (2) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (2) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to (A) the length of time remaining in the Term of the Lease; (B) the then-current market conditions in the general area in which the Premises are located; (C) the likelihood of re-letting the Premises for a period of time equal to the remainder of the term of the Lease; (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar facilities in the general area in which the Premises are located; (E) the vacancy levels in comparable quality buildings in the general area in which the Premises are located; (F) the anticipated duration of the period the Premises will be unoccupied prior to re-letting; (G) the anticipated cost of re-letting; and (H) the current levels of new construction that will be completed during the remainder of the term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises and the Building are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated

damages are not punitive or penalties and are a just, fair and reasonable pre-estimate of Landlord's probable loss, all in accordance with O.C.G.A. § 13-6-7.

14.3 Cumulative Nature of Remedies. Landlord's pursuit of any one or more of the remedies stated in Section 14.2 above shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination. Landlord's pursuit of any one or more of the remedies provided in this Lease shall not constitute: (i) an election of remedies excluding the election of any other remedy or other remedies; or (ii) a forfeiture or waiver of any Base Rent, Additional Rent or other amounts payable under this Lease by Tenant or of any damages or other sums accruing to Landlord by reason of Tenant's violation of any of the agreements, representations, warranties, provisions, terms and conditions of this Lease. No action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease. Landlord's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any Event of Default or of any remedy. No waiver by Landlord of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Landlord to pursue or exercise any of Landlord's powers, rights or remedies or to insist upon strict compliance by Tenant with any obligation of Tenant, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this Lease. Notwithstanding anything in this Lease to the contrary, no termination of this Lease prior to the normal termination by lapse of time or otherwise shall affect Landlord's right to collect Base Rent and Additional Rent for the period.

15. Default by Landlord. Landlord will be in default under this Lease if Landlord fails to pay any obligation under any mortgage, deed to secure debt, judgment, assessment tax or other encumbrance affecting the Premises or fails to perform any obligation specified under this Lease or does not cure said default within the applicable time periods set forth herein. If Landlord fails to (a) commence performance of (i) any obligation of Landlord affecting the health or safety of Tenant or Tenant's customers within the Center, within ten (10) business days after receipt of notice from Tenant stating the obligation which Landlord has failed to perform and demanding performance, or (ii) any other obligation of Landlord within thirty (30) days after receipt of written notice from Tenant stating the obligation which Landlord has failed to perform and demanding performance and (b) diligently pursue completion of the required performance, then Tenant shall have the right to pay, perform or discharge any such obligation. If, as a consequence of Landlord's default, Tenant shall recover a final money judgment against Landlord, and Landlord fails to satisfy such judgment within thirty (30) days, Tenant shall have the right to satisfy such judgment by offsetting the amount due against Rent until such judgment is satisfied. Obligations of Landlord affecting health or safety under this Lease shall include, but shall not be limited to (i) trash pick-up, (ii) electrical and plumbing maintenance for the Building in which the Premises is located, (iii) snow/ice removal from the Common Area, including those areas immediately adjacent to the Premises, (iv) repair and maintenance of parking lot lighting within the Common Area, (v) prevention and repair of roof leaks for the Building in which the Premises is located, and (vi) prevention and elimination of sewer/gas odors and rodent or pest infestation within the Center.

Any obligations or liabilities of Landlord hereunder, or with respect to this Lease or the

Premises shall be enforceable only against and payable out of Landlord's interest in the Building (including rentals therefrom, proceeds of sale, insurance proceeds and condemnation awards), and Tenant hereby agrees that neither Tenant nor any other person shall have or may assert any right, recourse or remedy to or against Landlord or any assets of Landlord, except to the extent of Landlord's interest in the Center; and no officer, shareholder, member or manager, director, employee, agent, partner, trustee or beneficiary of Landlord assumes or shall have any personal liability of any kind whatsoever. In the event of any assignment, conveyance, sale or transfer of Landlord's interest in the Center, from time to time, and assignment to and assumption in writing of this Lease by the transferee or assignee in connection therewith, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely free and relieved of all covenants and obligations of Landlord hereunder thereafter arising, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. A Grantee (or assignee under an assignment of leases and rents in connection with a deed to secure debt) shall not be deemed such a purchaser, grantee or assignee under this Section and shall have no obligations hereunder or otherwise in connection herewith unless and until the foreclosure of any such deed to secure debt or the conveyance or transfer of Landlord's interests in the Center and this Lease by deed in lieu of foreclosure and shall, as hereinbefore provided, be relieved upon any further transfer in ownership of any and all obligations and liabilities thereafter arising hereunder.

16. Representations and Warranties.

16.1 Landlord Representations and Warranties. The following representations and warranties are made for the benefit of Tenant:

(a) Landlord represents and warrants that Landlord is duly organized, validly existing, in good standing in the state of its organization, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord;

(b) If more than one person is Landlord, they represent and warrant that the obligations of such persons as Landlord are joint and several;

(c) Landlord represents and warrants that this Lease is binding on Landlord in accordance with its terms;

(d) Landlord represents and warrants that Landlord is the fee owner of the Premises;

(e) Landlord represents and warrants that there are no provisions contained in the leases of other tenants in the Center, in any REA or elsewhere which adversely affect the construction of Tenant Improvements or Tenant's permitted uses of the Premises;

(f) Landlord represents and warrants that it has complied with all laws, rules and regulations affecting the Premises; and

(g) Landlord represents and warrants that Landlord has no knowledge of (i) enacted,

pending or proposed condemnation proceedings or other governmental action, (ii) pending or threatened litigation, (iii) pending or proposed plans to alter access to the Premises, (iv) the presence on the Premises of anything dangerous to humans such as Hazardous Materials, which would adversely affect the construction of Tenant Improvements or the operation of Tenant's permitted uses of the Premises, or (v) any reason or condition that would adversely affect Tenant's ability to secure any permits, licenses or other approvals required by governmental agencies for Tenant's use, enjoyment or improvement of the Premises, including without limitation a certificate of occupancy.

16.2 Tenant Representations and Warranties. The following representations and warranties are made for the benefit of Landlord:

(a) Tenant represents and warrants that Tenant is duly organized, validly existing, in good standing in the state of its formation, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant; and

(b) Tenant represents and warrants that this Lease is binding on Tenant in accordance with its terms.

16.3 Brokers. Landlord and Tenant represent and warrant to each other that they have not engaged or dealt with any broker or agent with respect to the Premises except the broker(s) identified in the Basic Provisions. If any broker is identified in the Basic Provisions, Landlord shall pay all amounts due that broker pursuant to a separate agreement. Landlord and Tenant shall each defend, indemnify and hold the other harmless from and against all claims, losses and liabilities incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or compensation in connection with the indemnifying party's entry into this Lease.

17. Miscellaneous Provisions.

17.1 Amendment. This Lease may be changed only by a written amendment executed by Landlord and Tenant.

17.2 Consents. Whenever a party is asked to provide consent under this Lease, such party shall not unreasonably withhold, condition, or delay giving the consent requested.

17.3 Disclaimer of Partnership. Nothing in this Lease shall be deemed or construed to create a relationship of principal and agent, partnership, or joint venture between Landlord and Tenant.

17.4 Estoppel Certificates. Landlord and Tenant shall each execute and deliver to the other, within twenty (20) days after request, an estoppel certificate addressing such matters as may be reasonably requested by an existing or prospective mortgagee, a prospective transferee of the Premises, or a prospective transferee of Tenant's leasehold interest. Should either Landlord or

Tenant request more than one (1) estoppel certificate within any twelve (12) month period, then upon each request thereafter, the requesting party shall pay to the other party the sum of One Hundred Fifty Dollars (\$150.00) to compensate said party for the costs associated with processing such request.

17.5 Holding Over. If Tenant remains in possession after expiration of this Lease, with Landlord's acquiescence and without any distinct written agreement between Landlord and Tenant, this Lease shall become a month-to-month periodic tenancy, and there shall be no renewal of this Lease by operation of law. Such periodic tenancy may be terminated by thirty (30) days written notice by either party to this Lease to the other party, and such termination shall be effective as of the last day of the calendar month during which said notice period ends. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly Base Rent shall be One Hundred Fifty Percent (150%) of the monthly Base Rent payable for the last calendar month of the Term of this Lease, including any renewals or extension. The inclusion of the preceding sentences in this Section 17.5 shall not be construed as Landlord's consent for Tenant to hold over. If Tenant remains in possession after expiration of the term of this Lease, without Landlord's acquiescence or consent, Tenant shall become a Tenant-at-Sufferance, subject to eviction without notice. This Section 17.5 shall survive the termination of this Lease, by lapse of time or otherwise.

17.6 Interpretation of Lease. This Lease shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both parties. This Lease contains the entire agreement of Landlord and Tenant, and all prior negotiations, documents, and discussions are superseded by this Lease. The invalidity of any provision of this Lease shall not affect the validity of any other provision of this Lease. Section headings in this Lease are for convenience only and shall not be used in interpreting its provisions. This Lease shall be interpreted in accordance with the laws of the state in which the Premises are located.

17.7 Notices. All notices required or allowed in this Lease shall be in writing and shall be sent to the addresses shown in the Basic Provisions. A party may change its address for notice by giving notice to the other party. Notices shall be delivered by personal delivery, facsimile transmission, an overnight delivery service, next business day delivery, or U.S. Mail sent certified with return receipt requested. Any notice sent by facsimile or email transmission shall also be sent by the same business day by overnight deliver servive, next business day delivery. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmark, as applicable.

17.8 References. All references to this Lease include reference to all amendments to this Lease. All references to the Term in this Lease include reference to all extensions of this Lease by exercise of options to extend or by agreement between Landlord and Tenant. References to the Premises include reference to all or a part of the Premises. References to Landlord or Tenant include, bind, and inure to the benefit of, their officers, agents, employees, successors in interest and assignees.

17.9 Time and Excusable Delays. Reference to days in this Lease means consecutive calendar days including weekends and holidays. The time for performance of any obligation or the

satisfaction of any contingency under this Lease shall be extended for the period during which a party is prevented from performing by the action or inaction of the other party, acts of God, government, or other force or event beyond the reasonable control of such party.

17.10 Waiver. No right or remedy under this Lease will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.

17.11 Indemnification. A party entitled to indemnity shall promptly notify the indemnifying party of its claim for indemnity. The indemnifying party shall have the right to defend, prosecute and settle the matter for which indemnity is sought, using counsel reasonably satisfactory to the indemnified party and its insurer.

17.12 Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations, if any, attached hereto as Exhibit "F" and made a part hereof by this reference, and with all other Rules and Regulations that Landlord may from time to time reasonably adopt for the safety, operation, care and cleanliness, and aesthetic appearance of the Premises. Any rules and regulations adopted, formulated or promulgated (including any and all amendments and modifications thereto) by Landlord at any time during the term of this Lease, as said term may be extended or renewed, shall be fully observed and performed by Tenant as if the same were contained herein as covenants. A breach of any such rules and regulations by Tenant shall be deemed to constitute an Event of Default under Section 14 above.

17.13 Government Orders. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy.

17.14 Attorney Fees. If any Base Rent, Additional Rent or other amounts owed by Tenant under this Lease are collected by or through an attorney at law, Tenant shall pay a sum equal to fifteen percent (15%) of the outstanding amount as attorney's fees in connection with the collection of such outstanding amounts due under this Lease

18. Special Provisions. In the event of any conflict or overlap with any of the Basic Provisions, General Provisions or Exhibits of this Lease, the following special provisions shall control:

18.1

Use

Premises are to be used for the operation of a Your Pie store.

18.2

Tenant Improvements:

Tenant anticipates the expenditure of approximately \$250,000.00 to \$300,000.00 for leasehold improvements, trade fixtures and equipment to ready the Premises for a Your Pie operation after Landlord's completion of the attached Work Letter Exhibit.

18.3

Landlord's Work: Landlord shall deliver the space as indicated on LANDLORD'S WORK EXHIBIT (attached hereto), and to be attached as an exhibit to the lease.

18.4

Condition of Premises: The structural elements, floor and building systems of the property shall be in sound condition and shall meet all applicable federal, state, and local codes including but not limited to handicapped accessibility standards. Landlord shall disclose any known conditions that would adversely affect store design, construction and use as contemplated by this letter. Landlord shall warrant any work that it completes prior to Tenant's possession for one (1) year following Tenant's opening for business.

18.5

Tenant Allowance: Upon substantial completion of Landlord's work, Landlord shall contribute \$30.00 per square feet of the total leased Premises to be used for the sole purpose of offsetting the costs of constructing Tenant's improvements to the Premises. Landlord shall remit payment of said allowance within fifteen (15) days of Tenant's providing Landlord with a request for same including documents and invoices which support the payment.

18.6

Lease Contingencies: Tenant's obligations under the proposed lease are to be contingent on Tenant's ability at it's sole cost to obtain the necessary approvals, permits and licenses from appropriate governmental authorities to use the leased Premises for its intended use, obtain site acceptance from its Franchisor, Tenant requires a sixty (60) day period from the Effective Date to obtain full approval of Your Pie Corporate ("Corporate Approval Period"). Tenant may terminate this Lease for any reason during the first thirty (30) days of the sixty (60) day Corporate Approval Period. After the conclusion of the Corporate Approval Period, the Tenant shall only have the right to terminate the Lease if (a) Landlord fails to deliver possession of the Premises in time for the Tenant to open and operate a Your Pie store at the Premises or (b) other event of default by Landlord under the terms of the Lease. In the event Tenant fails to obtain said Building and other related permits or receive site acceptance or a financing commitment within sixty (60) days of Lease Execution, then Tenant may, at its option, terminate the lease upon ten (10) days written notice to Landlord.

18.7

Outside Seating: Landlord will permit Tenant outdoor seating as permitted by local codes and regulations at no additional rental.

18.8

Opening/Co-tenancy: Tenant shall not be required to commence construction or take possession of the Premises until construction of all common areas and parking areas is substantially complete.

18.9

Exclusive Use: Landlord agrees to hold, in accordance with the following restrictions, any land now or hereafter owned or controlled by Landlord within a radius of

one (1) mile of the Premises for the benefit of Tenant and the Premises and to include such restrictions in all leases and sales of such land;

Namely that for so long as any portion of the Premises are used for the operation of a Your Pie Shop, no part of such land shall be leased or used for the manufacture of sale of Pizza.

18.10

Broker:

N/A

18.11

Exterior Elements:

Landlord acknowledges as a national brand Your Pie has certain brand standards including national signage and some specific exterior elements in its brand design and Landlord agrees to cooperate and assist Tenant with obtaining the necessary approvals to incorporate these exterior elements at the Center.

18.12

Sustainability:

Your Pie is a company with a commitment to environmental sustainability and Landlord agrees to assist and work with Tenant on various areas in which both parties can help the environment, such as recycling dumpsters for the Center, energy savings devices for electricity and water, composting area for food products, and other areas which help promote energy savings and environmental sustainability.

18.13

Sampling:

Tenant has the right to offer or distribute product samples outside of the Premises or over the counter inside the Premises.

18.14

Notice:

Landlord shall copy Franchisor on all default notices to Tenant. All notices under this Lease will be delivered by certified mail. All notices to Franchisor must be sent to Your Pie Inc.

18.15

Trade Fixtures:

Should Tenant fail to remove its trade fixtures upon lease termination or expiration, Franchisor will, without the Landlord's consent, have the right to access the Premises and remove all products proprietary to a Your Pie restaurant, and "de-identify" and/or remove all items bearing Franchisor's trademarks, trade names or copyrights. All costs associated with the repair of any damage caused by such removal shall be paid by Tenant.

18.16

Option to Assume:

In the event of a default by the Tenant under the terms of the Lease or if Your Pie Franchising LLC ("Franchisor") terminates the Tenant's franchise agreement covering the Premises, Franchisor shall have the option to assume the Lease according to the provisions set forth in Exhibit "G" attached hereto.

19. Guaranty of Lease. Exhibit "E".

_____ shall execute the Personal Guaranty attached hereto as

20. Time of the Essence. Except as otherwise specifically provided herein, TIME IS OF THE ESSENCE of this Lease.

21. Posting of Premises. Tenant agrees that during the ninety (90) day period immediately preceding the expiration of this Lease or any renewal or extension thereof, Landlord shall have the right to display a customary "For Rent" or "For Lease" sign on the exterior of the Premises.

22. Certificate of Occupancy. Tenant acknowledges and agrees that it shall be the sole responsibility of Tenant, and not of Landlord, to obtain a Certificate of Occupancy for Tenant's occupancy of the Premises and any and all other required licenses and permits pertaining to the conduct of Tenant's business in the Premises, and Tenant agrees to prosecute diligently obtaining such Certificate of Occupancy and other applicable licenses and permits.

23. No Estate in Land. No estate shall pay out of Landlord, and Tenant has only a usufruct which is not subject to levy the sale.

EXHIBIT A

CENTER SITE PLAN

EXHIBIT B

LANDLORD OBLIGATIONS TO COMPLETE LANDLORD WORK

3

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

Venus Virginia Ave, LLC
3434 Browns Mill Road
Atlanta, GA 30354
Attn: Rajesh Patel

RE: Lease Agreement between Venus Virginia Ave, LLC ("Landlord") and Rudra Enterprises, LLC ("Tenant") for the Leased Premises located at 925 Virginia Avenue, Hapeville, Georgia (the "Premises"), dated _____, 2020 (the "Lease").

Dear _____,

The undersigned, on behalf of Tenant, certifies to Landlord as follows:

1. The Commencement Date under the Lease is _____.
2. The expiration date of the Lease is _____.
3. The Lease (including amendments or guaranty, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Leased Premises and is in full force and effect.
4. The Landlord has completed the improvements designated as Landlord's obligation under the Lease (excluding punch-list items as agreed upon by Landlord and Tenant), if any, and Tenant has accepted the Leased Premises as of the Commencement Date.
5. To the best of the undersigned's knowledge, there are no uncured events of default by either Tenant or Landlord under the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Commencement Date Agreement to be executed this _____ day of _____, 2019.

Rudra Enterprises, LLC
a Georgia limited liability company

By: _____ (seal)
Name: _____
Title: _____

Exhibit C-1
NOTICE OF DELIVERY OF PREMISES TO TENANT

To:

Re: Site Address:

All required Landlord improvements to the above Premises were completed on _____, 20____, in accordance with **Exhibit B** to the Lease dated _____, 20____, except improvements described in items _____ to such **Exhibit B**, which will be completed during Tenant's construction. Landlord hereby grants occupancy to Tenant on _____, 20____.]

Signature of Landlord

VENUS VIRGINIA AVE LLC

By: _____
Rajesh Patel, Manager

Date: _____

EXHIBIT D

OPTION TO EXTEND THE TERM

1. Grant of Option. Landlord grants to Tenant the Option to extend the Term of this Lease for up to three (3) additional periods of Five (5) years each. Each such additional period is referred to as an **Extension Period**.

2. Exercising Options. Each Option shall be deemed automatically exercised without further action by Landlord or Tenant unless Tenant shall have given notice to Landlord at least six (6) months prior to the end of the Term or the current Extension Period (the "**Exercise Date**") stating that Tenant elects to not extend the Term.

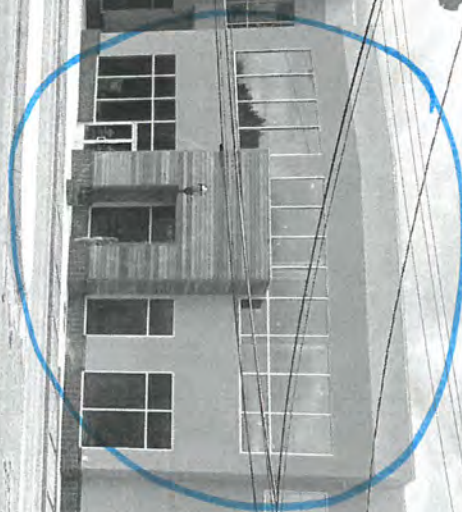
3. Rent for the Extension Period. Upon the commencement of each Extension Period, all provisions of this Lease shall remain in effect, except for Options already exercised. Rent for each Extension Period shall be as follows:

<u>YEAR</u>	<u>ANNUAL PSF</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
Option Periods			
6-10	\$31.05	\$6,468.75	\$77625.00
11-15	\$35.71	\$7439.58	\$89,275.00
16-20	\$41.07	\$8,556.25	\$102675.00

15% rental increases in each period

#6
pictures

Front



Back



Side



#8
Franchise
Agreement

YOUR PIE
FRANCHISE AGREEMENT

RUDRA ENTERPRISES, LLC
FRANCHISEE

2/21/2018

DATE OF AGREEMENT

925 Virginia Ave.
RESTAURANT ADDRESS

Hapeville, GA 30354

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YOUR PIE FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into on this 21 day of february, 2018 (the “Effective Date”) by and between **YOUR PIE FRANCHISING, LLC**, a Georgia limited liability company (“we,” “us,” or “our”), and **RUDRA ENTERPRISES, LLC**, a Georgia limited liability company (“you” or “your”).

BACKGROUND:

A. Over a considerable time period and with considerable effort, we and our affiliates have developed (and continue to develop and modify) a system and franchise opportunity for the operation of retail businesses offering premium pizza, salads, paninis, gelato, beverages (including beer and wine), and pizza-related, salad-related, and panini-related products and services (collectively, “Menu Items”). The Menu Items are prepared according to our specified recipes and procedures and use high quality ingredients, including our specially formulated and/or specially produced sauces, ingredients and other food items (“Trade Secret Food Products”).

B. These retail businesses operate under the “Your Pie” name and other trademarks (“Your Pie Restaurants”) and have distinctive business formats, methods, procedures, signs, designs, layouts, standards, and specifications; all of which we may improve, further develop, or otherwise modify from time to time.

C. We and our affiliates (i) use, promote, and license certain trademarks, service marks, and other commercial symbols in operating Your Pie Restaurants, which have gained and will continue to gain public acceptance and goodwill; and (ii) may create, use, and license other trademarks, service marks, and commercial symbols for Your Pie Restaurants (collectively, the “Marks”).

D. We grant to persons, who meet our qualifications and who are willing to undertake the investment and effort, a franchise to own and operate a Your Pie Restaurant (i) offering only the Menu Items and services we authorize; and (ii) using our business formats, methods, procedures, signs, designs, layouts, standards, specifications, and Marks ((i) and (ii), collectively, are the “Franchise System”).

E. As a franchisee of Your Pie Restaurant, you will comply with this Agreement and all the System Standards (defined below) in order to maintain the high and consistent quality that is critical to attracting and keeping customers for Your Pie Restaurants.

1. **ACKNOWLEDGMENTS AND GRANT OF FRANCHISE**

A. **ACKNOWLEDGMENTS.**

You acknowledge:

(1) That you have independently investigated the Your Pie Restaurant franchise opportunity and recognize that, like any other business, the nature of the business a Your Pie Restaurant conducts may, and probably will, evolve and change over time.

(2) That an investment in a Your Pie Restaurant and Your Pie franchise opportunity involves business risks that could result in the loss of a significant portion or all of your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting customers for your Your Pie Restaurant will require you to make consistent marketing efforts in your community through various methods and outlets including, but not limited to, local store marketing, media advertising, direct mail advertising, and the display and use of in-store promotional materials.

(5) That retaining customers for your Your Pie Restaurant will require you to have a high level of customer service and to adhere strictly to the Franchise System and our System Standards and that you are committed to maintaining the System Standards.

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of your Your Pie Restaurant.

(7) That in all of their dealings with you, our officers, directors, managers, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them, as a result of this Agreement, are deemed to be only between you and us.

(8) That you have represented to us, to induce our entry into this Agreement, that all the statements you have made, and all the materials you have given, to us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise.

(9) That you have read this Agreement and our Franchise Disclosure Document and that you understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service and the uniformity of those standards at each Your Pie Restaurant and to protect and preserve the goodwill of the Marks.

(10) That we will restrict your sources of the Trade Secret Food Products, and we have the right to restrict your sources of other goods and services as provided in various sections of this Agreement including, but not limited to, Subsection 8.C. below.

(11) That we have not made any representation, warranty, or other claim regarding this Your Pie Restaurant franchise opportunity other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity by using your business professionals and advisors, and have relied solely upon their evaluations in deciding to enter into this Agreement.

(12) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Your Pie Restaurant franchise opportunity.

(13) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given, or made available to you, reviewed by an attorney, and you have either done so or waived your right to do so.

(14) That you have received our Franchise Disclosure Document along with this Agreement, at least 14 days before you executed this Agreement or made any payment to us.

(15) If any unilateral modifications have been made to this Agreement, that you have had at least 7 days to review them.

B. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.

If you are a business entity or association including, but not limited to, a corporation, limited liability company, or general or limited partnership (collectively, an “Entity”), you agree and represent that:

(1) You will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements, and you are duly organized or formed and are validly existing in good standing under the laws of the state of your formation.

(2) Your organizational documents (including, but not limited to, your bylaws, operating agreement, or partnership agreement, as applicable) will recite that this Agreement restricts the issuance and transfer of any equity interests in you, and all certificates and other documents that represent equity interests in you will bear a legend referring to this Agreement’s restrictions.

(3) Exhibit A to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date.

(4) Each of your owners during this Agreement’s Term (as defined below) will execute a guaranty in the form that we prescribe (the current form as of the Effective Date is attached as Exhibit D) and will undertake to be personally bound, jointly and severally, by all the provisions of this Agreement and any ancillary agreements between you and us. Subject to our rights and your obligations under Section 12, you and your owners agree to update and deliver to

us revised Exhibits A to reflect any permitted changes in the information that Exhibit A now contains.

(5) You will appoint a director, officer, partner, equity holder, or member, as applicable, to be your “Managing Owner,” who is responsible for overseeing and supervising the operation of the RESTAURANT (as defined below). The Managing Owner as of the Effective Date is identified in Exhibit A. You may not change the Managing Owner without our prior written consent.

(6) The RESTAURANT and other Your Pie Restaurants, if applicable, will be the only businesses you operate (although your owners may have other non-competitive business interests).

C. GRANT OF FRANCHISE.

You have applied for a franchise to develop and operate a Your Pie Restaurant at the location identified on Exhibit B (the “Premises”). Subject to this Agreement’s terms and conditions, we grant you a franchise (the “Franchise”) to operate a Your Pie Restaurant at the Premises (the “RESTAURANT”), and to use the Franchise System in its operation. This Agreement will be effective upon the Effective Date and, unless this Agreement is sooner terminated as provided herein, this Agreement will expire ten (10) years from the date on which the RESTAURANT first opens for business (the “Term”). The records maintained by us regarding the opening date of the RESTAURANT will control in the event of a controversy or conflict between you and us as to the opening date. You may use the Premises only for the RESTAURANT. At all times, you agree to faithfully, honestly, and diligently perform your obligations under this Agreement and to use your best efforts to promote the RESTAURANT.

D. EXCLUSIVE TERRITORIAL RIGHTS.

We will describe the “Territory” in Exhibit B. The size of the Territory shall be designated in our sole discretion. If the Territory is not designated at the time you sign this Agreement because you have not obtained our consent to the RESTAURANT’s location, we will designate the Territory when we consent to the RESTAURANT’s location as provided in Section 2.A. If you do not agree to the Territory we designate when we consent to the RESTAURANT’s location, (i) we or you may terminate this Agreement and (ii), if you sign our required form of release of claims within ten (10) days of such termination, we will return to you seventy five percent (75%) of the Initial Franchise Fee you paid within ten (10) days of our receipt of such release of claims. If you agree on the Territory we designate when we consent to the RESTAURANT’s location, you and we will execute an addendum documenting the RESTAURANT’s location and the Territory. If you are in full compliance with this Agreement, and except for Non-Traditional Sites (as defined below), we and our affiliates will not operate or grant a franchise for the operation of another Your Pie Restaurant at a location within the Territory during the Term of this Agreement.

E. RIGHTS WE RESERVE.

Except as expressly limited by Subsection D above, we and our affiliates retain all rights with respect to Your Pie Restaurants, the Marks, the Franchise System, the Menu Items, and

Trade Secret Food Products, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we reserve the following rights:

(1) The right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate.

(2) The right to provide, offer, and sell and to grant others the right to provide, offer, and sell goods and services that are identical or similar to and/or competitive with those provided at Your Pie Restaurants, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including, but not limited to, the internet or similar electronic media) both inside and outside the Territory and on any terms and conditions we deem appropriate.

(3) The right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate.

(4) The right to operate, and to grant others the right to operate Your Pie Restaurants located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the RESTAURANT.

(5) The right to operate and grant others the right to operate Your Pie Restaurants at Non Traditional Sites inside or outside the Territory on any terms and conditions we deem appropriate. “Non-Traditional Sites” are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area including, but not limited to, military bases, shopping malls, airports, stadiums, major industrial or office complexes, hotels, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues.

(6) The right to acquire the assets or equity interests of one or more businesses providing products and services similar to those provided at Your Pie Restaurants, and franchising, licensing, or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including, but not limited to, the Territory).

(7) The right to be acquired (whether through acquisition of assets, equity interests, or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at Your Pie Restaurants, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in the Territory.

You may provide catering and delivery services within a reasonable distance from the Premises not to exceed 10 miles, within or without the Territory, but solely in connection with providing such catering and delivery services and provided such services are made by ground transportation. Subject to the foregoing maximum mileage restriction, you may provide catering

and delivery services in the territories of other Your Pie Restaurants operating under the System and other Your Pie Restaurant franchisees may provide the same services in the Territory. All catering and delivery services shall be for providing cooked products.

F. MODIFICATION OF FRANCHISE SYSTEM.

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider to be best, to vary the System Standards for any franchisee based upon the peculiarities of any condition that we consider important to that franchisee's successful operation. You have no right to require us to grant you a similar variation or accommodation.

2. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF RESTAURANT.

A. SITE SELECTION.

You agree to obtain our written consent to the RESTAURANT's location before signing any lease, sublease, or other agreement that grants you real property interest for the location. We will use reasonable efforts to help you analyze your market area, to help determine location feasibility, and to assist in designating the location, although we will not conduct location selection activities for you. We will not unreasonably withhold our consent to the location that meets our minimum criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed location's size, appearance, and other physical characteristics.

You agree to send us a description of your RESTAURANT's proposed location including, but not limited to, a summary of the items listed above, along with a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed location. We will use reasonable efforts to consent to the proposed location within fifteen (15) business days after receiving your written proposal. Upon our consent to the location for your RESTAURANT, and after you secure the location, we will designate the Territory as provided in Section 1.D. Upon your and our agreement on the Territory, you and we will execute an addendum documenting the RESTAURANT's location and the Territory. You may operate the RESTAURANT only at the Premises.

You acknowledge and agree that, if we supply you with information regarding a location for the Premises, that is not a representation or warranty of any kind, express or implied, of the location's suitability for a Your Pie Restaurant or any other purpose. Our consent to a location for the Premises indicates only that we believe that the site meets our then acceptable criteria. Applying criteria that have appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in, or excluded from, our criteria could change, altering the potential of a location and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a location and premises we consent to fail to meet your expectations. You

acknowledge and agree that your acceptance of the Franchise is based on your own independent investigation of the location's suitability for the Premises.

B. LEASE OF PREMISES.

In the event that you do not own the Premises, then you must sign a lease or sublease for the Premises (the "Lease") within one hundred eighty (180) days after the Effective Date unless we agree otherwise in writing. We have the right to approve the terms of the Lease before you sign it. The Lease must be in a form acceptable to us and must contain certain required terms and provisions (although we will not directly negotiate your Lease) including, but not limited to:

(1) A provision reserving to us the right to receive an assignment of the Lease upon termination or expiration of the Franchise or this Agreement.

(2) A provision requiring the lessor concurrently to send us a copy of any written notice of a Lease default sent to you and granting us the right (but not the obligation) to cure any Lease default within fifteen (15) business days after the expiration of your cure period (if you fail to cure such default).

(3) A provision evidencing your right to display the Marks according to the specifications in the Operations Manual (as defined below) (subject only to applicable law).

(4) A provision that the Premises may be used only for the operation of a Your Pie Restaurant.

You acknowledge that our consent to the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Your Pie Restaurant operated at the Premises. Our consent indicates only that we believe that the Premises and the Lease's terms meet our then acceptable criteria. You must deliver to us a signed copy of the Lease within seven (7) days after its execution.

If the Lease expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable ("Relocation Event"), we will allow you to relocate the RESTAURANT to a new site acceptable to us. Any relocation will be at your sole expense, and we may charge you for the reasonable costs we incur, plus a reasonable fee (as set forth in the Operations Manual) for our services, in connection with any relocation of the RESTAURANT.

C. RESTAURANT DEVELOPMENT.

You are responsible for developing the RESTAURANT. We will give you mandatory and suggested specifications and layouts for a Your Pie Restaurant including, but not limited to, requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation including, but not limited to, those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the Premises and to make sure that these plans and

specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

You agree to send us construction plans and specifications for review before you begin constructing the RESTAURANT and all revised or “as built” plans and specifications during construction. We may require you to use an approved or designated architect and/or general contractor to design and construct the RESTAURANT. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations including, but not limited to, the ADA, as compliance with these laws is your responsibility. We may inspect the Premises while you are developing the RESTAURANT.

You agree to do the following, at your own expense, to develop the RESTAURANT at the Premises:

- (1) Secure all financing required to develop and operate the RESTAURANT.
- (2) Obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses.
- (3) Construct all required improvements to the Premises and decorate the RESTAURANT according to approved plans and specifications.
- (4) Obtain all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services.
- (5) Purchase or lease, and install, all required fixtures, furniture, equipment (including, but not limited to, a required or recommended computer, facsimile, and point-of-sale information system), furnishings, and signs (collectively, “Operating Assets”) for the RESTAURANT.
- (6) Purchase an opening inventory of authorized and approved Trade Secret Food Products, other products, materials, and supplies to operate the RESTAURANT.

D. OPERATING ASSETS.

You agree to use in operating the RESTAURANT only those Operating Assets that we approve for Your Pie Restaurants as meeting our specifications and standards for quality, design, appearance, function, and performance. You may not install or otherwise operate at the Premises any unauthorized vending or lotto machines. You agree to place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

E. COMPUTER SYSTEM.

You agree to obtain and use the computer hardware and/or operating software we specify from time to time (the "Computer System"). We may modify specifications for, and components of, the Computer System. You also agree to maintain a functioning e-mail address. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining Term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or its additions and modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Within sixty (60) days after you receive notice from us, you agree to obtain the Computer System components that we designate and to ensure that your Computer System, as modified, is functioning properly.

You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar agreement that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates may charge you a monthly or other fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during this Agreement's Term; provided, however, such fees shall be reasonable under the circumstances and priced competitively with similar products and services offered in the marketplace for franchise systems.

Despite the fact that you agree to buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

You agree to abide by: (a) the Payment Card Industry Data Security Standards ("PCIDSS") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("FACTA"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("Electronic Payment Requirements"). If you are required by one of the credit card companies or another third party (including any governmental body) to provide evidence of compliance with PCIDSS, FACTA or applicable Electronic Payment Requirements, we may require that you provide, or make available, to us copies of any audit, scanning results or related documentation relating to such compliance. If you know or suspect a security breach, you must immediately notify us. You will promptly identify and remediate the source of any compromise or security breach. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transaction concerning customers of the RESTAURANT.

F. **RESTAURANT OPENING.**

You agree not to open and operate the RESTAURANT until:

(1) We notify you in writing that the RESTAURANT meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the RESTAURANT complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies).

(2) You (or your Managing Owner) and your other employees satisfactorily complete the initial training program as required under Section 4.A.

(3) You pay the Initial Franchise Fee (defined below) and other amounts then due to us.

(4) You give us certificates for all required insurance policies.

Subject to your compliance with these conditions, you agree to open and operate the RESTAURANT for business within two hundred seventy (270) days after the Effective Date unless we agree otherwise in writing.

3. **FEES.**

A. **INITIAL FRANCHISE FEE.**

You agree to pay us a nonrecurring initial franchise fee of Thirty-Five Thousand Dollars (\$35,000) (the "Initial Franchise Fee"). The Initial Franchise Fee is nonrefundable but we may return a portion of the Initial Franchise Fee in certain situations discussed in Sections 1.D. and 4.A. below. The Initial Franchise Fee is due, and fully earned by us, when you sign this Agreement.

B. **CONTINUING SERVICE AND ROYALTY FEE.**

During the Term of this Agreement, you agree to pay us, on or before the third (3rd) day after the corresponding bi-weekly reporting period (as the bi-weekly reporting periods are determined by us for each calendar year) a Continuing Service and Royalty Fee (the "Royalty") equal to five percent (5%) of the RESTAURANT's Gross Sales (as defined below) for each bi-weekly reporting period (as determined by us from time to time), payable, in the manner provided below (or as the Operations Manual otherwise prescribes), on or before the third (3rd) day after such bi-weekly reporting period. In connection with paying the Royalty, you will send us on a form we approve (or as we otherwise direct) a signed statement of the RESTAURANT's Gross Sales for the prior bi-weekly reporting period. Each bi-weekly statement of Gross Sales must be accompanied by the Royalty due for the weeks covered by the statement. The bi-weekly reporting periods for each calendar year will be designated by us prior to the start of each calendar year.

C. DEFINITION OF “GROSS SALES”.

As used in this Agreement, the term “Gross Sales” means the aggregate of all moneys and receipts derived from (i) all products prepared and services performed at the RESTAURANT; (ii) sales and orders made, solicited or received at the RESTAURANT; (iii) all other business whatsoever conducted or transacted at or from the RESTAURANT; (iv) all other revenues derived from the exploitation of the Franchise System and/or the Marks by you; and (v) insurance proceeds and/or condemnation awards for loss of sales, profits or business, and whether such Gross Sales are evidenced by cash, credit, check, gift certificates, services, property or other means of exchange. However, there shall be excluded from Gross Sales (a) all sales taxes imposed by governmental authorities directly on sales and actually collected from customers, provided such taxes are added to the selling price and are, in fact, paid by you to the appropriate governmental authority; and (b) the amount of discounts to customers in the form of coupon sales up to 4% of Gross Sales, provided the related sales have been included in Gross Sales. Cash refunds and credit given to customers shall be deducted in computing Gross Sales to the extent that such cash and credit represent amounts previously included in Gross Sales and on which a Royalty was previously paid. Gross Sales shall be deemed to be realized by you at the time of the sale or delivery of the products, merchandise or services, irrespective of the time when you actually receive payment therefor. Gross Sales consisting of property or services shall be valued at their fair market value at the time such property or services were received by or for the account of you.

D. LATE FEES AND INTEREST.

All amounts which you owe us for any reason will bear interest accruing as of their original due date at one and one-half percent (1.5%) per month or the highest interest rate the law allows, whichever is less. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the RESTAURANT.

E. APPLICATION OF PAYMENTS.

Despite any designation you make, we may apply any of your payments in any manner that we deem appropriate, in our sole discretion, to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners in any manner that we deem appropriate in our sole discretion. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

F. METHOD OF PAYMENT.

Before the RESTAURANT opens, you agree to sign and deliver to us the agreements we require to authorize us to debit your business checking account automatically for the Royalty, Fund Contributions (defined below), and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the “Electronic Depository Transfer Account” or “EDTA”). We will debit the EDTA for these amounts on their due dates. You agree to ensure

that funds are available in the EDTA to cover our withdrawals. If there are insufficient funds in the EDTA to cover any amount owed (or, if you are paying by check and a check is returned for insufficient funds), we will charge you a processing fee of Two Hundred Dollars (\$200) to compensate us for our additional administrative expenses.

If you fail to report the RESTAURANT's Gross Sales, we may debit your EDTA for one hundred twenty percent (120%) of the last Royalty and Fund Contribution that we debited (including, but not limited to, any applicable late fee noted above). If the amounts that we debit from your EDTA are less than the amounts you actually owe us (once we have determined the RESTAURANT's true and correct Gross Sales), we will debit your EDTA for the balance on the day we specify. If the amounts that we debit from your EDTA are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your EDTA during the following period.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (*e.g.*, by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

4. **TRAINING AND ASSISTANCE.**

A. **INITIAL TRAINING.**

If this is your first Your Pie Restaurant, then before your RESTAURANT opens for business, we will provide to you (or, if you are an Entity, your Managing Owner) and two (2) of your full-time manager-level employees our initial training program on the material aspects of operating a Your Pie Restaurant. Notwithstanding anything in this Section 4.A. to the contrary, if this is not your first Your Pie Restaurant and you (or, if you are an Entity, your Managing Owner) have already successfully completed the initial training program, we will only require two (2) of your full-time manager-level employees to attend the initial training program. We will provide the initial training program at a designated training facility of our choice and/or at an operating Your Pie Restaurant.

We will provide without charge to you the initial training program for a total of (3) three attendees. Additional people beyond these three (3) attendees may attend the initial training program if you pay our then current training charge for each additional person. You also agree to pay for all travel and living expenses which you (or your Managing Owner) and all of your employees incur and for your employees' wages and workers' compensation insurance while they train at operating Your Pie Restaurants.

You (or your Managing Owner) and two (2) of your manager-level employees must satisfactorily complete the initial training program at least one (1) month prior to operating your RESTAURANT but no earlier than two (2) months prior to when you actually start operating your RESTAURANT. If you fail to start operating your RESTAURANT within two (2) months of your trainees (including you (or your Managing Owner) and your two (2) full-time manager-level employees) satisfactorily completing the initial training program, your trainees will have to attend and complete the initial training program again at your expense (including paying our then current training charge for all three attendees). It is your responsibility to make sure that initial

training program is completed in the required timeframe of when your RESTAURANT is completed and ready to open. If we determine that you (or your Managing Owner) or any of your full-time manager-level employees cannot complete the initial training program to our satisfaction, we may require you to (i) designate a new Managing Owner, (ii) designate or hire new full-time manager-level employees, and/or (iii) have your trainees take additional training (which may require the payment of additional costs) conducted by us or third parties ("Required Action"). If you fail to take the Required Action, we may terminate this Agreement, in which case we will keep fifty percent (50%) of the Initial Franchise Fee. We will return the other fifty percent (50%) of the Initial Franchise Fee to you if you sign our required form of release of claims within one month of signing the required form of release.

You (or your Managing Owner) may request additional training at the end of the initial training program, to be provided at our then current per diem charges, if you (or your Managing Owner) do not feel sufficiently trained in the operation of a Your Pie Restaurant. We and you will jointly determine the duration of this additional training, and you will pay for all travel and living expenses which you and all of your employees incur that are associated with this additional training. However, if you (or your Managing Owner) satisfactorily complete our initial training program and have not expressly informed us at the end of the program that you (or your Managing Owner) do not feel sufficiently trained in the operation of a Your Pie Restaurant, then you (or your Managing Owner) will be deemed to have been trained sufficiently to operate a Your Pie Restaurant.

When the RESTAURANT is ready to open for business, at our own cost, we will send up to one (1) of our representatives to the RESTAURANT for a period of seven (7) days to assist with its opening. You also must successfully complete this phase of the initial training program. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you agree to pay our then applicable charges including, but not limited to, our personnel's per diem charges and travel and living expenses.

B. ONGOING TRAINING.

We may require you (or your Managing Owner) and/or other previously trained and experienced employees to attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate. We may charge reasonable registration or similar fees for these courses. We will not require attendance for more than a total of seven (7) days during a calendar year. Besides attending these courses, you agree to attend an annual meeting of all Your Pie Restaurant franchise owners at a location we designate. Attendance will not be required for more than four (4) days during any calendar year. You agree to pay all costs to attend.

We may require that all of your RESTAURANT managers satisfactorily to complete our initial and ongoing training programs (including requiring new or replacement managers to complete our initial training program). We may charge reasonable fees for training managers. You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs. You agree to assist us in training other Your Pie Restaurant franchise owners. We will reimburse your out-of-pocket expenses for providing this assistance.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice; all of which we may discontinue and modify from time to time.

C. GENERAL GUIDANCE.

We will advise you from time to time regarding the RESTAURANT's operation based on your reports or our inspections and will guide you with respect to: (1) standards, specifications, and operating procedures and methods that Your Pie Restaurants use; (2) purchasing required and authorized Operating Assets, Trade Secret Food Products, and other items and arranging for their distribution to you; (3) advertising and marketing materials and programs; (4) employee training (although you are solely responsible for the terms and conditions of employment of your employees); and (5) administrative, bookkeeping, accounting, and inventory control procedures.

We will guide you in our operations manual ("Operations Manual"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the RESTAURANT. If you request, and we agree to provide, additional or special guidance, assistance, or training, you agree to pay our then applicable charges including, but not limited to, our personnel's per diem charges and travel and living expenses.

D. OPERATIONS MANUAL.

We will make available on loan to you the Operations Manual. We will provide the Operations Manual (i) through the Website (defined below), and/or other electronic, computerized or forms of access (each, an "Operations Manual Access Point"), (ii) in a paper copy, and/or (iii) in a digital form. The Operations Manual could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual shall remain our exclusive property at all times. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (the "System Standards") that we periodically prescribe for operating a Your Pie Restaurant and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in the System Standards. The System Standards do not include any employment-related policies or procedures or security-related policies or procedures that we (at our option) may make available to you in the Operations Manual or otherwise for your optional use. You shall determine to what extent, if any, these policies and procedures may be applicable to your operations at the RESTAURANT.

You agree to keep any paper copy of the Operations Manual current and in a secure location at the RESTAURANT. If there is a dispute over its contents, our master copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any person other than RESTAURANT employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual.

At our option, we may post some or all of the Operations Manual on a restricted Website or extranet to which you will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications

software including, but not limited to, the Internet and World Wide Web home pages). If we do so, you agree to monitor and access the Website or extranet for any updates to the Operations Manual or the System Standards. Any passwords or other digital identifications necessary to access any Operations Manual Access Point will be deemed to be part of Confidential Information (as defined below).

E. DELEGATION OF PERFORMANCE.

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

5. MARKS.

A. OWNERSHIP AND GOODWILL OF MARKS.

Your right to use the Marks is derived only from this Agreement and is limited to your operating the RESTAURANT in strict accordance with this Agreement and all the System Standards we prescribe during the Term of this Agreement. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the RESTAURANT under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks that we authorize you to use. You may not at any time during or after this Agreement's Term contest or assist any other person in contesting the validity of, or our ownership interests in, the Marks.

B. LIMITATIONS ON YOUR USE OF MARKS.

You agree to use the Marks as the RESTAURANT's sole identification, except that you agree to identify yourself as its independent owner in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name; (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); (3) in selling any unauthorized services or products; (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a Website; or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the RESTAURANT or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the RESTAURANT and on forms, advertising, supplies, and other materials we designate. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take any action we deem appropriate (including, but not limited to, no action) and control exclusively any litigation, U.S. Patent and Trademark Office ("USPTO") proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation, USPTO proceeding, or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

D. DISCONTINUANCE OF USE OF MARKS.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice of our directions. We need not reimburse you for your direct expenses of changing the RESTAURANT's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use pursuant to this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

E. INDEMNIFICATION FOR USE OF MARKS.

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

6. CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating Your Pie Restaurants including, but not limited to:

- (1) Site selection criteria.
- (2) Recipes and related information regarding Trade Secret Food Products.
- (3) Training and operations materials and manuals.

(4) Methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating Your Pie Restaurants.

(5) Marketing and advertising programs for Your Pie Restaurants.

(6) Knowledge of specifications for, and suppliers of, Operating Assets, Trade Secret Food Products, and other products and supplies.

(7) Any computer software or similar technology which is proprietary to us or the Franchise System including, but not limited to, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology.

(8) Knowledge of the operating results and financial performance of Your Pie Restaurants other than your RESTAURANT.

(9) Graphic designs and related intellectual property.

You acknowledge and agree that you will not acquire any interest in the Confidential Information, other than the right to use it as we specify in operating your RESTAURANT during this Agreement's Term, and that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you:

(1) Will not use the Confidential Information in any other business or capacity.

(2) Will keep each item deemed to be part of the Confidential Information absolutely confidential, both during this Agreement's Term and then thereafter for as long as the item is not generally known.

(3) Will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form.

(4) Will adopt and implement reasonable procedures to prevent the unauthorized use or disclosure of the Confidential Information including, but not limited to, restricting its disclosure to RESTAURANT personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of such non-disclosure and non-competition agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the food-service industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the food-service industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information,

anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a Your Pie Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the Franchise System, and works made-for-hire for us. To the extent that any item does not qualify as a “work made-for-hire” for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including, but not limited to, signing assignment or other documents) that we request to evidence our ownership or to help us obtain intellectual property rights in the item.

7. **EXCLUSIVE RELATIONSHIP.**

You acknowledge that we have granted you the Franchise in consideration of, and reliance upon, your agreement to deal exclusively with us. You therefore agree that, during this Agreement’s Term, neither you, any of your owners, nor any of your or your owners’ spouses:

(1) Will have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business (as defined below), wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized stock exchange will not be deemed to violate this subparagraph).

(2) Will perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating.

(3) Will divert or attempt to divert any actual or potential business or customer of the RESTAURANT to a Competitive Business.

(4) Will engage in any other activity which might injure the goodwill of the Marks and Franchise System.

The term “Competitive Business” means (i) any restaurant or other food-service business which derives more than thirty five percent (35%) of its revenue from selling pizza and pizza-related products and services or (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a Your Pie Restaurant operated under a franchise agreement with us).

You agree to obtain similar covenants from the personnel we specify including, but not limited to, officers, directors, managers and other employees attending our training program or having access to Confidential Information. We have the right to regulate the form of agreement that you use (that contains such covenants) and to be a third party beneficiary of that agreement with independent enforcement rights.

8. **SYSTEM STANDARDS.**

A. **CONDITION AND APPEARANCE OF THE RESTAURANT.**

You agree that:

(1) You will maintain the condition and appearance of the RESTAURANT, its Operating Assets, and the Premises in accordance with the System Standards and consistent with the image of a Your Pie Restaurant as an efficiently operated business offering high quality products and services and observing the highest standards of cleanliness, sanitation, efficient and courteous service, and pleasant ambiance and, in furtherance thereof, will take, without limitation, the following actions during the Term of this Agreement: (a) thorough cleaning, repainting, and redecorating of the interior and exterior of the Premises at intervals we prescribe; (b) interior and exterior repair of the Premises; and (c) repair or replacement of damaged, worn out, or obsolete Operating Assets.

(2) You will place or display at the Premises (interior and exterior) only those signs (including, but not limited to, neon), emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve.

(3) If at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the Premises of the RESTAURANT or its fixtures, furnishings, equipment, or signs does not meet our standards, then we have the right to notify you, specifying the action you must take to correct the deficiency. If you do not initiate action to correct such deficiencies within ten (10) days after you receive our notice, and then continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, we have the right, in addition to all other remedies, to enter the Premises or the RESTAURANT and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand for any expenses we incur in that connection.

(4) On notice from us, but not more often than once every five (5) years, unless sooner required by your lease, you agree to remodel, expand, redecorate, reequip and/or refurbish the Premises and the RESTAURANT to reflect changes in the operations of Your Pie Restaurants which we prescribe and require of new franchisees.

B. **RESTAURANT MENU, SPECIFICATIONS, STANDARDS AND PROCEDURES.**

You agree that: (1) the RESTAURANT will offer for sale all Menu Items and other products and services that we specify from time to time, and will only use recipes and methods of food preparation we have specified or approved; (2) the RESTAURANT will offer and sell approved products and services only in the manner we have prescribed; (3) you will not offer for sale or sell at the RESTAURANT, the Premises, or any other location any products or services we have not approved; (4) all products will be offered and sold only at retail and from the Premises and you will not offer or sell any products at wholesale; and (5) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole discretion) to disapprove in writing.

C. APPROVED PRODUCTS, DISTRIBUTORS, AND SUPPLIERS.

We have developed or may develop standards and specifications for types, models, and brands of required Operating Assets, Trade Secret Food Products, other products, ingredients, materials, and supplies. We reserve the right from time to time to approve specifications or suppliers and distributors (collectively, “Supplier”) of the above products that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products meeting those specifications and, if we require it, only from Suppliers that we have approved including, but not limited to, ourselves or our affiliates.

We may designate a single Supplier for any product, service, equipment, supply or material and may approve a Supplier only as to certain products. The designated Supplier may be us or an affiliate of ours.

We and our affiliates may receive payments from Suppliers on account of such Suppliers’ dealings with you and other franchise owners, and may use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more Suppliers to obtain lower prices or the best advertising support or services. Approval of a Supplier may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service including, but not limited to, prompt attention to complaints or other criteria, and approval of a Supplier may be temporary, pending our continued evaluation of the Supplier from time to time.

If you would like to purchase any items from any unapproved Supplier, you must submit to us a written request for approval of the proposed Supplier; alternatively, the proposed supplier or distributor may submit its own request. We may deny such approval for any reason, including our determination to limit the number of approved Suppliers. We have the right to inspect the proposed Supplier’s facilities, and to require product samples from the proposed Supplier be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. Either you or the proposed Supplier must pay us a fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved Supplier and to revoke our approval if such Supplier does not continue to meet any of our criteria. We reserve the right to receive payments from manufacturers or Suppliers on account of their actual or prospective dealings with you and other franchisees.

We and our affiliates have developed specially formulated and prepared Trade Secret Food Products for use in the operation of Your Pie Restaurants. You must use only the Trade Secret Food Products in the preparation of products served and sold by your RESTAURANT. Currently, you must purchase the Trade Secret Food Products from a designated third-party Supplier or us.

D. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You must secure and maintain in force all required licenses, permits, and certificates relating to the operation of the RESTAURANT and must operate the RESTAURANT in full

compliance with all applicable laws, ordinances, and regulations including, but not limited to, government regulations relating to occupational hazards, health, worker's compensation, unemployment insurance, withholding and federal and state income taxes, social security taxes, and sales and service taxes. You must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies we may periodically establish. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The RESTAURANT must in all dealings with its customers, Suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You agree to refrain from any business or advertising practice that may be injurious to our business and the goodwill associated with the Marks and other Your Pie Restaurants. You must notify us in writing within five (5) days: (i) of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect your operation or financial condition (or that of the RESTAURANT), or (ii) of any notice of violation of any law, ordinance, or regulation relating to the RESTAURANT. You must notify us immediately of any suspected data breach at or in connection with the RESTAURANT.

E. MANAGEMENT OF THE RESTAURANT/CONFLICTING INTERESTS.

Except as provided below, you (or your Managing Owner) must act as the general manager of the RESTAURANT with responsibility for direct, on-premises supervision of the RESTAURANT. You must keep us informed at all times of the identity of any supervisory employee(s) acting as assistant manager(s) of the RESTAURANT. You (or your Managing Owner) must devote full time and efforts to the management and supervision of the RESTAURANT.

If you (or your Managing Owner) own more than one Your Pie Restaurant, each Your Pie Restaurant must be under the direct on-premises supervision of a general manager we have approved and who has completed our training programs.

F. INSURANCE.

During the Term of this Agreement, you must maintain in force at your sole expense comprehensive public liability, general liability, product liability, business interruption, and motor vehicle liability insurance against claims for bodily and personal injury, death, and property damage caused by, or occurring in connection with, the RESTAURANT's operation; all such insurance policies containing the minimum liability coverage we prescribe from time to time. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including, but not limited to, reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. These insurance policies must name us and any affiliates we designate as additional insured parties and must provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation, or expiration. You routinely must furnish us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in

addition to our other remedies, we may (but need not) obtain such insurance for you and the RESTAURANT on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

G. PRICING.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services.

H. COMPLIANCE WITH SYSTEM STANDARDS.

You acknowledge and agree that operating and maintaining the RESTAURANT according to the System Standards are essential to preserve the goodwill of the Marks and all Your Pie Restaurants. Therefore, you agree at all times to operate and maintain the RESTAURANT according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the Franchise System's or the RESTAURANT's best interests. Although we retain the right to establish and periodically modify the System Standards that you have agreed to maintain, you retain the responsibility for the day-to-day management and operation of the RESTAURANT and implementing and maintaining the System Standards at the RESTAURANT.

As examples, and without limitation, the System Standards may regulate any one or more of the following, in addition to the items described above:

(1) The purchase, storage, preparation, handling, and packaging procedures and techniques for Menu Items and Trade Secret Food Products; and inventory requirements for Trade Secret Food Products and other products and supplies so that the RESTAURANT may operate at full capacity.

(2) The terms and conditions of the sale and delivery of, and terms and methods of payment for, Trade Secret Food Products, other products, and services that you obtain from us and affiliated and unaffiliated suppliers; and our and our affiliates' right not to sell you any Trade Secret Food Products, or other products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us.

(3) The sales, marketing, advertising, and promotional programs and materials and media used in these programs.

(4) The use and display of the Marks at the RESTAURANT and on napkins, boxes, bags, wrapping paper, labels, forms, paper and plastic products, and other supplies.

(5) The issuing and honoring of gift certificates and loyalty cards.

(6) employee dress and appearance. However, you have sole responsibility and authority concerning your employment practices employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions.

(7) The days and hours of operation and the music and/or television programming played or shown at the RESTAURANT and the designated source of such programming.

(8) The participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils.

(9) The acceptance of credit and debit cards, other payment systems, and check verification services.

(10) The bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the RESTAURANT.

(11) Any other aspects of operating and maintaining the RESTAURANT that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Your Pie Restaurants.

You agree that the System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form (for example, via Franchise System extranet or Website), are part of this Agreement as if fully set forth in this Agreement. All references to this Agreement include all the System Standards as periodically modified.

I. MODIFICATION OF SYSTEM STANDARDS.

We periodically may modify the System Standards, which may accommodate regional or local variations, and these modifications may obligate you to make expenditures and/or incur higher operating costs. You agree to implement changes in the System Standards within the time period we request, which may include (i) reasonable refurbishing or remodeling considering when you commenced operating and the remainder of the Term, (ii) acquiring new Operating Assets, (iii) adding new Menu Items and services, and/or (iv) otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

9. MARKETING.

A. GRAND OPENING ADVERTISING.

You are required to spend at least Ten Thousand Dollars (\$10,000) to advertise and promote the RESTAURANT during a grand opening period that we designate. You agree to comply with our guidelines for this grand opening advertising program.

B. ADVERTISING AND DEVELOPMENT FUND.

Recognizing the value of advertising and marketing to the goodwill and public image of Your Pie Restaurants, we may establish an Advertising and Development Fund (the “Fund”) for the advertising, marketing, and public relations programs and materials we deem appropriate. You agree to contribute to the Fund the amounts that we prescribe from time to time, not to exceed two percent (2%) of the RESTAURANT’s Gross Sales (“Fund Contributions”), payable in the same manner as the Royalty.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Your Pie Restaurants and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes and which we and our affiliates, therefore, may use for any purposes we and they deem appropriate, as provided above.)

We will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs including, but not limited to, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities (including Digital Marketing (defined below)).

The Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund’s other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs including, but not limited to, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund Contributions.

The Fund will not be our asset. Although the Fund is not a trust, we will hold all Fund Contributions for the benefit of the contributors and use Fund Contributions only for the purposes described in this Subsection. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Fund Contributions to pay costs before using the Fund’s other assets.

We will prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

We intend the Fund to maximize recognition of the Marks and patronage of Your Pie Restaurants. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Your Pie Restaurants, we need not ensure that Fund expenditures in, or affecting, any geographic area are proportionate or equivalent to the Fund Contributions by Your Pie Restaurants operating in that geographic area or that any Your Pie Restaurant benefits directly on account of, or in proportion to, its Fund Contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect the Fund Contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to the Fund or for maintaining, directing, or administering the Fund.

We may at any time defer or reduce the Fund Contributions and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund Contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to our franchise owners, and to us and our affiliates, in proportion to their, and our, respective Fund Contributions during the preceding twelve (12) month period.

C. LOCAL ADVERTISING OBLIGATION.

In addition to your grand opening obligations above and your Fund Contribution obligations above, you agree to spend a minimum percentage (the "Local Advertising Percentage") of the RESTAURANT's Gross Sales each calendar year to market and promote your RESTAURANT in accordance with this Subsection C. during that year (the "Local Advertising Spending Requirement"). The Local Advertising Percentage is equal to four and one-half percent (4.5%) less the then current Fund Contribution percentage (which may vary in accordance with Subsection 9.B.), but the Local Advertising Percentage shall never be less than two and one-half percent (2.5%) nor more than three and one-half percent (3.5%).

Commencing with the first full month that the RESTAURANT is open and operating, you agree to spend each month an amount equal to the then current Local Advertising Percentage of the RESTAURANT's Gross Sales for the preceding month.

Expenditures for the Local Advertising Spending Requirement must follow our guidelines. All advertising and promotional materials that you develop for your RESTAURANT must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the

RESTAURANT or that displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time.

Before you use them, you agree to send us or our designated agency for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously approved. If you do not receive written disapproval within ten (10) days after we or our designated agency receives the materials, they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved (or been deemed not to have approved) or have disapproved.

D. COOPERATIVE ADVERTISING PROGRAMS.

We may designate an advertising coverage area ("ACA") — local or regional — in which two (2) or more Your Pie Restaurants are located in order to establish a cooperative advertising program ("Cooperative Program") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchise owners in the ACA will be required to participate. We will control the ACA's organization, formation and governance, including the preparation of bylaws. The ACA will begin operating on the date we specify. If an ACA has been established as of the Effective Date of this Agreement for the general market area in which the RESTAURANT is located, you automatically become a member of that ACA when you sign this Agreement, although voting rights and contributions do not begin until your RESTAURANT opens and begins operation. Each Your Pie Restaurant operating in the ACA will have one vote including, but not limited to, Your Pie Restaurants operated by us or our affiliates.

If a Cooperative Program is or has been established for your ACA, you agree (i) to join, participate in and actively support the ACA in compliance with its governing documents and (ii) to contribute a specific percentage of your RESTAURANT's Gross Sales to the Cooperative Program on a weekly, bi-weekly or monthly basis. The amount of the contribution to the Cooperative Program will be specified by at least fifty percent (50%) or more of the Your Pie Restaurants operating in the ACA; provided, however, the amount of the contribution may not exceed an amount we designate. Contributions to the Cooperative Program will be credited toward the Local Advertising Spending Requirement (but not toward the Fund contribution).

The ACA and its members may not use any marketing plans or materials without our prior written consent, and all activities must comply with our guidelines.

E. DIGITAL MARKETING.

You must comply with the System Standards developed by us for the Franchise System, in the manner directed by us in the Operations Manual or otherwise, with regard to our authorization to use, and use of, blogs, common social networks (including "Facebook"), professional networks (including "LinkedIn"), live blogging tools (including "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools, applications, keyword or adword purchasing programs, accounts with websites featuring gift

certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “Digital Marketing”) that are intended to promote or that in any way references the Marks, or involves the Franchise System or RESTAURANT. We have the sole right to control all aspects of any Digital Marketing, including those related to your RESTAURANT and Your Pie franchise. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or relate to the RESTAURANT or your business.

10. **RECORDS, REPORTS, AND FINANCIAL STATEMENTS.**

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe from time to time. We require you to use a Computer System to maintain certain sales data and other information and to report such information to us via a website or other means. You agree to give us in the manner and format that we prescribe from time to time:

(1) On or before the third (3rd) day immediately following the end of each bi-weekly reporting period, a report on the RESTAURANT’s Gross Sales for the bi-weekly reporting period.

(2) Within fifteen (15) days after the end of each calendar month, the operating statements, financial statements, statistical reports, purchase records, and other information we request regarding you and the RESTAURANT covering the previous calendar months and the fiscal year to date.

(3) By April 15th of each year, annual profit and loss and source and use of funds statements and a balance sheet for the RESTAURANT as of the end of the prior calendar year.

(4) Within ten (10) days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to the RESTAURANT and the Franchise.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not disclose without your consent (unless required by law) your identity in any materials that we circulate publicly. Moreover, we may access, as often as we deem appropriate (including, but not limited to, on a daily basis), the Computer System and retrieve all information relating to the RESTAURANT’s operation.

You agree to preserve and maintain all records in a secure location at the RESTAURANT for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). We may require you to provide us with compiled financial statements prepared annually during this Agreement’s Term. If we reasonably believe that the financial statements that you have provided to us do not accurately reflect your financial condition or there has been an understatement of more than three percent (3%) in any statement or report, we may require you to provide us with audited financial statements.

11. INSPECTIONS AND AUDITS.

A. OUR RIGHT TO INSPECT THE RESTAURANT.

To determine whether you and the RESTAURANT are complying with this Agreement and all the System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect the RESTAURANT; (2) photograph the RESTAURANT and observe and videotape the RESTAURANT's operation for consecutive or intermittent periods we deem necessary; (3) remove samples of any products and supplies; (4) interview the RESTAURANT's personnel and customers; and (5) inspect and copy any books, records, and agreements relating to the RESTAURANT's operation. You agree to cooperate with us fully. If we exercise any of these rights, we will not interfere unreasonably with the RESTAURANT's operation.

B. OUR RIGHT TO AUDIT.

We may at any time during your business hours, and without prior notice to you, examine your (if you are an Entity) and the RESTAURANT's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any examination. If any examination discloses an understatement of the RESTAURANT's Gross Sales, you agree to pay us, within fifteen (15) days after receiving the examination report, the Royalty and Fund Contributions due on the amount of the understatement, plus our service charges and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty or Fund Contribution understatement exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the reasonable costs of the examination including, but not limited to, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFER.

A. BY US.

You acknowledge that we maintain a staff to manage and operate the Franchise System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with us in that capacity.

We may unilaterally assign this Agreement and this Agreement shall inure to the benefit of our successors and assigns. You agree that:

(1) We may sell ourselves, our assets, the Marks, and/or the Franchise System to anyone, may offer securities publicly or privately, may enter into any business combination with another entity including, but not limited to, a merger, a sale of substantially all our assets, or

an acquisition of substantially all the assets of someone else, may enter into any other financing transaction including, but not limited to, a recapitalization, leveraged buyout, or other economic or financial restructuring.

(2) We may purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of such network's, chain's, or other business' location; and, regardless of such location, we may operate, franchise, or license that network, chain, or other business as Your Pie Restaurants or operate them under any other marks.

With regard to either (1) or (2) above, you expressly and specifically waive any claims, demands, or damages arising from, or related to, the loss of our name, the Marks (or any variation thereof), the Franchise System and/or the loss of association with, or identification, of the Marks under this Agreement. If we assign our rights under this Agreement, we are not required to remain in the Your Pie business or to offer or sell any products and services to you.

B. BY YOU.

You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following, by operation of law or otherwise, may be transferred, assigned, sold, conveyed, or encumbered without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the RESTAURANT (or any right to receive all or a portion of the RESTAURANT's profits or losses or capital appreciation related to the RESTAURANT); (iii) substantially all of the assets of the RESTAURANT; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners if such owners are legal entities or any ownership interest in such legal entities. A transfer of the RESTAURANT's ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer" (as a verb, noun, or other part of speech) includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

(1) The transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest.

(2) The merger or consolidation or issuance of additional securities or other forms of ownership interest.

(3) The sale of a security convertible to an ownership interest.

(4) The transfer of an interest in you, this Agreement, the RESTAURANT or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law.

(5) If you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the RESTAURANT or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession.

(6) The pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the RESTAURANT, or your transfer, surrender, or loss of the RESTAURANT's possession, control, or management. You may grant a security interest (including, but not limited to, a purchase money security interest) in the RESTAURANT's assets (not including this Agreement) to a lender that finances your acquisition, development, and/or operation of the RESTAURANT without having to obtain our prior written approval as long as you give us twenty (20) days' prior written notice.

C. CONDITIONS FOR APPROVAL OF TRANSFER.

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Subsection.

If you are an entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if you meet certain conditions including, but not limited to, the following two conditions: (1) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for Your Pie Restaurant franchise owners (including, but not limited to, no ownership interest in or performance of services for a Competitive Business); and (2) you give us prior written notice of the transfer.

For any other proposed transfer (including, but not limited to, a transfer of this Agreement, a transfer of a controlling ownership interest in you or one of your owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners) certain conditions must be met before, or concurrently with, the effective date of the transfer including, but not limited to:

(1) The transferee has sufficient business experience, aptitude, and financial resources to operate the RESTAURANT.

(2) You have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third party vendors; have submitted all required reports and statements; and have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer.

(3) Neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business.

(4) The transferee (or its managing owner) satisfactorily completes our training program.

(5) Your landlord allows you to transfer the Lease or sublease the Premises to the transferee.

(6) The transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement including, but not limited to, the Royalty and the Fund and Cooperative Program contributions; provided, however, that the Term of the new franchise agreement signed will be equal to ten (10) years as long as the transferee maintains possession of the Premises during those ten (10) years.

(7) You or the transferee pays us a transfer fee equal to Ten Thousand Dollars (\$10,000).

(8) You (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents.

(9) We have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the RESTAURANT.

(10) If you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the RESTAURANT are subordinate to the transferee's obligation to pay Royalties, Fund Contributions, and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement.

(11) (a) You have corrected any existing deficiencies of the RESTAURANT of which we have notified you on a list or in other communications, and/or (b) the transferee agrees to upgrade, remodel, and refurbish the RESTAURANT in accordance with our then current requirements and specifications for Your Pie Restaurants within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken).

(12) You comply with the procedures of our right of first refusal set forth below in this Section.

(13) You and your transferring owners (and your and your owners' spouses) will not, for one (1) year beginning on the transfer's effective date, engage in any of the activities proscribed in Section 15 below.

(14) You and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Your Pie Restaurants you own and operate) identify yourself or themselves or any business as a current or former Your Pie Restaurant or as

one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Your Pie Restaurant in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

We may review all information regarding the RESTAURANT that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the RESTAURANT.

D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.

Despite Subsection C above, if you are fully complying with this Agreement, you may transfer this Agreement to an Entity which conducts no business other than the RESTAURANT and, if applicable, other Your Pie Restaurants, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the RESTAURANT's assets are owned, and the RESTAURANT's business is conducted, only by that Entity. Such Entity must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the Entity are subject to Subsection C above. You agree to remain personally liable under this Agreement as if the transfer to the Entity did not occur.

E. YOUR DEATH OR DISABILITY.

(1) Transfer Upon Death or Disability. Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the RESTAURANT's management and operation.

(2) Operation Upon Death or Disability. Upon your or the Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a "Manager." The Manager must complete our standard training program at your expense. A new Managing Owner acceptable to us also must be appointed for the RESTAURANT, and that new Managing Owner must complete our standard training program, within sixty (60) days after the date of death or disability.

If, in our judgment, the RESTAURANT is not being managed properly any time after your or the Managing Owner's death or disability, we may, but need not, assume the RESTAURANT's management (or appoint a third party to assume its management). All funds from the RESTAURANT's operation while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund Contributions, and other amounts due under this Agreement) Five Hundred Dollars (\$500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the RESTAURANT's management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the RESTAURANT incurs, or to any of your creditors for any products, other assets, or services the RESTAURANT purchases, while we (or a third party) manage it.

F. EFFECT OF CONSENT TO TRANSFER.

Our consent to a transfer of this Agreement and the RESTAURANT, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the RESTAURANT's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

G. OUR RIGHT OF FIRST REFUSAL.

If you (or any of your owners) at any time determine to sell or transfer an interest in this Agreement and the RESTAURANT, or an ownership interest in you (except to or among your current owners, which is not subject to this Subsection), in a transaction that otherwise would be allowed under Subsections 12.B. and C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us within ten (10) days of such determination, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating to an interest in you or in this Agreement and the RESTAURANT. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections B and C above. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We reserve the right, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the offer and all other information we request, to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

(1) We may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity).

(2) Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer).

(3) We will have an additional thirty (30) days to prepare for closing after notifying you of our election to purchase such interest.

(4) We must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable including, but not limited to, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Section 15 below. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Subsection.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections B and C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections B and C above, you (or your owners) may not move forward with the transfer at all.

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us within three (3) days of such change), we or our designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

13. EXPIRATION OF THIS AGREEMENT.

A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.

If you meet certain conditions, then you will have the option to acquire two successor franchise terms. Each of the two successor terms will be for five (5) years, for a total of ten (10) years. The qualifications and conditions for the first successor term are described below. The qualifications and conditions for the second successor term will be described in the form of franchise agreement signed upon the expiration of this Agreement.

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement during its Term; and

(2) if you (and each of your owners) are, both on the date you give us written notice of your election to acquire a successor franchise (as provided in Subsection 13.B. below) and on the date on which the term of the successor franchise would commence, in full compliance with this Agreement and all the System Standards; and

(3) provided that (a) you maintain possession of and agree (regardless of cost) to remodel and/or expand the RESTAURANT, add or replace improvements and Operating Assets, and otherwise modify the RESTAURANT as we require to comply with the System Standards then applicable for new Your Pie Restaurants, or (b) at your option, you secure a substitute premises that we consent to and you develop those premises according to the System Standards then applicable for Your Pie Restaurants, then you have the option to acquire a successor franchise term of five (5) years commencing immediately upon the expiration of this Agreement. You agree to sign the franchise agreement we then use to grant franchises for Your Pie Restaurants (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. For each of the two five-year renewal terms, you will owe a renewal fee of Two Thousand Five Hundred Dollars (\$2,500), unless otherwise agreed to by us in writing.

If you (and each of your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise and on the date on which the term of the successor franchise commences, in full compliance with this Agreement and all the System Standards, you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its Term under Subsection 14.B.

B. GRANT OF A SUCCESSOR FRANCHISE.

You agree to give us written notice of your election to acquire a successor franchise no more than two hundred twenty (220) days and no less than one hundred eighty (180) days before the Term of this Agreement expires. We agree to give you written notice ("Our Notice"), not more than ninety (90) days after we receive your notice, of our decision:

(1) To grant you a successor franchise;

(2) To grant you a successor franchise on the condition that you correct existing deficiencies of the RESTAURANT or in your operation of the RESTAURANT; or

(3) To not grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during its Term or were not in full compliance with this Agreement and all the System Standards on the date you gave us written notice of your election to acquire a successor franchise.

If applicable, Our Notice will:

(1) Describe the remodeling, expansion, improvements, and/or modifications required to bring the RESTAURANT into compliance with then applicable System Standards for new Your Pie Restaurants; and

(2) State the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a successor franchise, Our Notice will describe the reasons for our decision. If we elect to grant you a successor franchise, your right to acquire a successor franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must cure certain deficiencies of the RESTAURANT or its operation as a condition to our granting you a successor franchise, we will give you written notice of our decision not to grant a successor franchise, based upon your failure to cure those deficiencies, not less than ninety (90) days before the Term of this Agreement expires; provided, however, that we need not give you this ninety (90) days' notice if we decide not to grant you a successor franchise due to your breach of this Agreement during the ninety (90) day period before it expires. If we fail to give you:

(1) Notice of deficiencies in the RESTAURANT, or in your operation of the RESTAURANT, within ninety (90) days after we receive your timely election to acquire a successor franchise (if we elect to grant you a successor franchise under subparagraph (2) above); or

(2) Notice of our decision not to grant a successor franchise at least ninety (90) days before this Agreement expires, if this notice is required, we may extend this Agreement's Term for the time period necessary to give you either reasonable time to correct deficiencies or the ninety (90) days' notice of our refusal to grant a successor franchise. If you fail to notify us of your election to acquire a successor franchise within the prescribed time period, we need not grant you a successor franchise.

C. AGREEMENTS/RELEASES.

If you satisfy all of the other conditions for a successor franchise, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for Your Pie Restaurants (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election not to acquire a successor franchise.

14. **TERMINATION OF AGREEMENT.**

A. **BY YOU.**

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and (1) we do not correct such failure within thirty (30) days after you deliver written notice of the material failure to us, or (2) we do not give you reasonable evidence of our effort to cure such failure within a reasonable time (if we cannot correct the failure within such thirty (30) days) within thirty (30) days after your notice to us, then you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of such termination. (The time period during which we may cure any material failure to comply with this Agreement after receiving notice from you is called the “Cure Period.”) However, if we send you written notice during the Cure Period indicating either that (1) we do not agree that we have materially failed to comply with this Agreement, or (2) we have fully corrected the failure, then you may not terminate this Agreement; instead, if you disagree with our position, you agree to submit the dispute to arbitration in accordance with Section 17 below.

This Agreement will remain in full force and effect during these arbitration proceedings (unless we terminate it under Subsection B below). If the arbitrator determines that we are materially failing to comply with this Agreement, or that we did not fully correct a material failure to comply, then we will have an additional thirty (30) days following the arbitrator’s decision to correct the failure. If we fail to do so, then you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination.

Your termination of this Agreement other than according to this Subsection 14.A. will be deemed a termination without cause and a breach of this Agreement.

B. **BY US.**

We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) You (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating the RESTAURANT.

(2) You do not locate, and sign a Lease or purchase document for, an acceptable site for the Premises within one hundred eighty (180) days after the Effective Date, unless we agree otherwise in writing.

(3) You do not open the RESTAURANT for business within two hundred seventy (270) days after the Effective Date, unless we agree otherwise in writing.

(4) You (or your Managing Owner) and your manager-level employees do not satisfactorily complete the initial training program.

(5) You abandon or fail actively to operate the RESTAURANT for three (3) or more consecutive business days, unless you close the RESTAURANT for a purpose we approve or because of casualty or government order.

(6) You (or your owners) make or attempt to make any transfer in violation of Section 12.

(7) You (or any of your owners) are or have been convicted of, or plead or have pleaded no contest to, a felony.

(8) You fail to maintain the insurance that we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you.

(9) You (or any of your owners) engage in any dishonest, unethical or illegal conduct which, in our opinion, adversely affects the RESTAURANT's reputation, the reputation of other Your Pie Restaurants or the goodwill associated with the Marks.

(10) You lose the right to occupy the Premises due to a Relocation Event and fail (a) to begin immediately to look for a substitute site or (b) to locate a substitute site, and to begin operating the RESTAURANT from that substitute site, within ninety (90) days.

(11) You (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information.

(12) You violate any law, ordinance or regulation relating to the ownership or operation of the RESTAURANT (including, without limitation, any law pertaining to health, safety, or sanitation or licensing), or operate the RESTAURANT in an unsafe manner, and (if the violation can be corrected) you do not begin to correct the violation immediately, and correct the violation fully within seventy-two (72) hours, after you receive notice of violation from us or any other party.

(13) You fail to pay us (or our affiliates) any amounts due and do not correct the failure within ten (10) days after we deliver written notice of that failure to you.

(14) You fail to pay when due any federal, state or local income, service, sales, or other taxes due on the RESTAURANT's operation, or repeatedly fail to make or delay making payments to your suppliers or lenders, unless you are in good faith contesting your liability for these taxes or payments.

(15) You understate the RESTAURANT's Gross Sales three (3) times or more during this Agreement's Term or by more than five percent (5%) on any one occasion.

(16) You or any of your owners fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with any one or more obligations under this Agreement, whether or not any of these failures are corrected after our delivery of written notice to you and whether these failures involve the same or different obligations under this Agreement.

(17) You or any of your owners fails on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not any of these failures are corrected after we deliver written notice to you.

(18) You make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the RESTAURANT is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or the RESTAURANT is not vacated within thirty (30) days following the order's entry.

(19) Your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.

(20) You fail to pay when due any amount owed to any creditor, supplier or lessor of the RESTAURANT (excluding us, our affiliates and taxing authorities) and do not correct the failure within ten (10) days after we deliver written notice of that failure to you.

(21) You (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

C. ASSUMPTION OF MANAGEMENT.

We have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the RESTAURANT's management (or to appoint a third party to assume its management) for any period of time we deem appropriate. If we (or a third party) assume the RESTAURANT's management under subparagraphs (1) and (2) below, you agree to pay us (in addition to the Royalty, Fund Contributions, and other amounts due under this Agreement) Five Hundred Dollars (\$500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, for up to sixty (60) days after we assume management.

If we (or a third party) assume the RESTAURANT's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the RESTAURANT incurs, or to any of your creditors for any supplies, products, or other assets or services the RESTAURANT purchases, while we (or the third party) manage it.

We (or a third party) may assume the RESTAURANT's management under the following circumstances: (1) if you abandon or fail actively to operate the RESTAURANT; (2) if you fail to comply with any provision of this Agreement or any System Standard and do not cure the failure within the time period we specify in our notice to you; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the RESTAURANT under Section 15 below.

If we exercise our rights under subparagraphs (1) or (2) above, that will not affect our right to terminate this Agreement under Subsection 14.B. above.

15. **OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

A. **PAYMENT OF AMOUNTS OWED TO US.**

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date that we determine the amounts due to us, the Royalties, Fund Contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

B. **MARKS.**

When this Agreement expires or is terminated:

(1) You may not directly or indirectly at any time or in any manner (except with other Your Pie Restaurants you own and operate) identify yourself or any business as a current or former Your Pie Restaurant or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Your Pie Restaurant in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us.

(2) You agree to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

(3) You agree to deliver to us within thirty (30) days all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to the RESTAURANT that we request, and to allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from the RESTAURANT.

(4) If we do not have or do not exercise an option to purchase the RESTAURANT under Subsection E below, you agree promptly and at your own expense to make the alterations we specify in our Operations Manual (or otherwise) to distinguish the RESTAURANT clearly from its former appearance and from other Your Pie Restaurants in order to prevent public confusion.

(5) You agree to notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, facsimile, or other numbers and telephone directory listings associated with any Mark; to authorize the transfer of these numbers and directory listings to us or at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events.

(6) You will return all Confidential Information that you have in your possession or under your control and return any tangible representations of the System Standards and Operations Manual.

(7) You agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

C. CONFIDENTIAL INFORMATION.

You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including, but not limited to, computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the Franchise System) in any business or otherwise and return to us all copies of the Operations Manual and any other confidential materials that we have loaned you.

D. COVENANT NOT TO COMPETE.

Upon

(1) Our termination of this Agreement,

(2) Your termination of this Agreement, or

(3) Expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

You and your owners agree that, for one (1) year beginning on the effective date of termination or expiration or the date on which all persons restricted by this Subsection begin to comply with this Subsection, whichever is later, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse) as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in, or provide any services for, any Competitive Business (as defined above) located or operating:

(a) At the Premises;

(b) Within a twenty five (25) mile radius of the Premises; or

(c) Within twenty five (25) miles of any other Your Pie Restaurant in operation or under construction on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection.

These restrictions also apply after transfers, as provided in Subsection 12.C. above. If any person restricted by this Subsection refuses voluntarily to comply with these obligations, the one (1) year period for that person will commence with the entry of a court order enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our

enforcing the covenants made in this Subsection will not deprive you of your personal goodwill or ability to earn a living.

E. REASONS FOR COVENANTS.

You acknowledge and agree that (a) you and the other individuals and entities required to comply with Sections 7 and 15.D. have received an advantage through the training provided under this Agreement, the knowledge of the day-to-day operations of a Your Pie Restaurant and access to System Standards, the Operations Manual, the Franchise System, the Confidential Information and our trade secrets, and (b) the covenants and restrictions in Sections 7 and 15.D. are reasonable, appropriate and necessary to protect the System Standards, the Operations Manual, the Franchise System, the Confidential Information, our trade secrets, other franchisees operating under the Franchise System, the goodwill of the Franchise System, our relationship with our prospective and existing customers, and our legitimate interests; and do not cause undue hardship on you or any of the other individuals and entities required by Sections 7 and 15.D. to comply with the covenants and restrictions.

F. OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE RESTAURANT.

Upon (i) our termination of this Agreement according to its terms and conditions, (ii) your termination of this Agreement without cause, or (iii) upon expiration of this Agreement without renewal, we shall have the right and option, but not the obligation, to exercise the following rights within thirty (30) days after such termination or expiration:

(a) Purchase the equipment used in the operation of the RESTAURANT at a purchase price equal to its then-current book value determined using the straight-line method of depreciation and purchase the fee simple interest in the Premises of the RESTAURANT at fair market value (if you or one of your affiliates own the Premises of the RESTAURANT and we elect not to lease or sublease the Premises as provided in (b) below). We will have the right to inspect the equipment and the Premises at any time during the thirty (30) day period that we have to exercise our rights; and/or

(b) Exercise the rights to the Premises of the RESTAURANT as provided in this Paragraph (b). If you lease or sublease the Premises for the RESTAURANT from an unaffiliated lessor, or if we choose not to purchase your (or your affiliate's) fee simple interest in the Premises for the RESTAURANT, you agree (as applicable) at our election to (1) assign your leasehold interest in the Premises of the RESTAURANT to us (or our assignee), (2) enter into a sublease with us (or our assignee) for the remainder of the term of your lease/sublease on the same terms (including renewal options) as your lease/sublease; or (3) lease the Premises of the RESTAURANT to us for an initial ten (10) year term, with two 5-year renewal terms (at our option), on commercially reasonable terms.

If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We have the unrestricted right to assign the option under this Section 15.F. We are entitled to all customary warranties and representations in our purchase of the equipment and/or Premises, including,

without limitation, representations and warranties as to ownership and condition of and title to the equipment and the Premises; liens and encumbrances on equipment and the Premises; validity of contracts and agreements; liabilities affecting the equipment and the Premise, contingent or otherwise; and indemnities for all actions, events and conditions that existed or occurred in connection with the RESTAURANT or your business prior to the closing of our purchase. .

We may exclude from the equipment purchased any equipment that is not reasonably necessary (in function or quality) to the RESTAURANT's operation or that we have not approved as meeting standards for Your Pie Restaurants, and the purchase price will reflect these exclusions. If we and you cannot agree on fair market value for the Premises of the Restaurant, fair market value will be determined by 3 independent appraisers, each of whom will conduct a separate appraisal and, in doing so, be bound by the criteria specified in this Section). We will appoint one appraiser, you will appoint one appraiser and the two party appointed appraisers will appoint the third appraiser. We and you agree to select our and your respective appraisers within fifteen (15) days after we notify you that we wishes to exercise our rights to purchase, and the two appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the last of the two party appointed appraisers was appointed. We and you will bear the cost of the appraisers that each of us appoints and share equally the fees and expenses of the third appraiser chosen by the two party appointed appraisers. The appraisers are obligated to complete their appraisals within thirty (30) days after the third appraiser's appointment. The purchase price for the Premises will be the average of the three appraisals.

We will pay the purchase price at the closing, which will take place within sixty (60) days after the purchase price is determined, although we may decide after the purchase price is determined not to complete the purchase. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you owe us or our affiliates. At the closing, you agree to deliver instruments transferring to us: (a) good and merchantable title to the purchased assets, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you; and (b) all of the RESTAURANT's licenses and permits which may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, agents, representatives, successors and assigns.

G. LIQUIDATED DAMAGES

You agree that when we grant you a license to operate a RESTAURANT in the Territory, we lose the opportunity to grant that license to someone else or other entity or to operate that RESTAURANT ourselves. Also, you agree that we will suffer substantial damages that are extremely difficult to ascertain or calculate accurately (where such calculation itself is burdensome and costly) if we terminate this Agreement before its Term expires (where such damages include lost market penetration and goodwill, higher opportunity costs, and higher costs for granting another Franchise in the Territory), and such damages are real and meaningful to us and the Franchise System. Accordingly, if we terminate this Agreement on account of your default under this Agreement, you will pay to us liquidated damages in a lump sum on the

effective date of such termination. Those liquidated damages, which are not in any way intended to be a penalty and which are a fair and reasonable estimate of our foreseeable losses as a result of such termination, shall be determined as follows:

(1) The greater of (i) the average annual amount of the Royalty for the two (2) years immediately preceding the date of termination, or (ii) the Royalty paid to us for the 12-month period immediately preceding the date of termination; provided, however, if the RESTAURANT has not been opened for at least twelve (12) months, the average monthly amount of Royalty that you paid to us for the months in which the RESTAURANT has been open multiplied by 12; and

(2) Multiplied by either (i) three point five (3.5), or (ii) the number of years left under the Term, whichever is less.

You also agree that your obligation to pay us liquidated damages is in addition to, and not in place of, any other monetary obligations that you have to us under this Agreement as of the date of termination of this Agreement, and you also agree to comply with any other post-termination obligations set forth in this Agreement. If any competent court or other governmental entity determines that our right to receive liquidated damages as set above should be limited in any way, then, notwithstanding such limitation, you agree that you are liable for any damage that we may suffer due to your default under this Agreement.

H. CONTINUING OBLIGATIONS.

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, RESTAURANT personnel, and others as the RESTAURANT's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any

damages to any person or property directly or indirectly arising out of the RESTAURANT's operation or the business you conduct under this Agreement.

C. **TAXES.**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or the RESTAURANT, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

D. **INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective equity holders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims (as defined below), obligations, and damages directly or indirectly arising out of or relating to: (a) the RESTAURANT's operation; (b) the business you conduct under this Agreement; (c) your breach of this Agreement; (d) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including those concerning the RESTAURANT's construction, design or operation, and including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees; or (e) claims alleging either intentional or negligent conduct, acts or omissions by you (or your contractors or any of your or their employees, agents or representatives), or by us or our affiliates (or our or their contractors or any of our or their employees, agents or representatives), unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "claims" include all obligations, losses, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it including, but not limited to, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

Each Indemnified Party may at your expense defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section 16.D (instead of having you defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you, and you agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 16.D.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

17. **ENFORCEMENT.**

A. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.**

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to, or in conflict with, any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or arbitrator with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a successor franchise agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. **WAIVER OF OBLIGATIONS.**

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. But, no interpretation, change or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and signed by one of our officers, and which is specifically identified as an amendment to or waiver of this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery to you of ten (10) days' prior written notice.

We and you will not be deemed to waive or impair any right, power, or option this Agreement reserves (including, but not limited to, our right to demand exact compliance with

every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its Term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement including, but not limited to, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Your Pie Restaurants; the existence of franchise agreements for other Your Pie Restaurants which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, and they shall have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government which did not arise from a violation or alleged violation of any law, rule or ordinance; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative contributions or other amounts due afterward.

C. COSTS AND ATTORNEYS' FEES.

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur including, but not limited to, reasonable accounting, attorneys', arbitrators', and related fees.

D. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

E. ARBITRATION.

We and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective equity holders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) This Agreement or any other agreement between you and us;
- (2) Our relationship with you;
- (3) The scope and validity of this Agreement or any other agreement between you and us or any provision of such agreements (including, but not limited to, the validity and

scope of the arbitration obligations under this Subsection, which the parties acknowledge is to be determined by an arbitrator and not a court); or

(4) Any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Subsection otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in the Atlanta, Georgia metropolitan area. The arbitrator has no authority to move the arbitration to a location outside the Atlanta, Georgia metropolitan area. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper including, but not limited to, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Subsection 17.H. below, award any punitive or exemplary damages against either party (we and you hereby waiving to the fullest extent permitted by law, except as expressly provided in Subsection 17.H. below, any right to or claim for any punitive or exemplary damages against the other). The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

We and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Subsection 17.C.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our and their respective equity holders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Subsection or Subsection 17.A., if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection 17.E., then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will

be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Subsection 17.E.).

Despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Subsection.

The provisions of this Subsection are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

F. GOVERNING LAW.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES; PROVIDED, HOWEVER, (1) ANY GEORGIA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION AND (2) THE LAWS OF THE STATE IN WHICH THE RESTAURANT IS LOCATED SHALL APPLY TO THE CONSTRUCTION AND ENFORCEMENT OF THE OBLIGATIONS SET FORTH IN SECTIONS 7 AND 15.D. HEREOF, WITHOUT REGARD TO ITS CONFLICTS OF LAWS.

G. CONSENT TO JURISDICTION.

SUBJECT TO SUBSECTION 17.E. ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE RESTAURANT IS LOCATED.

H. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D., AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

I. BINDING EFFECT.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and the System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

J. LIMITATIONS OF CLAIMS.

Except for claims arising from your non-payment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

K. CONSTRUCTION.

The preambles and exhibits are a part of this Agreement which, together with any addenda or riders signed at the same time as this Agreement, constitutes our and your entire agreement, and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to the subject matter of this Agreement. There are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the RESTAURANT (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by us in our most recent franchise disclosure document (including, but not limited to, exhibits and amendments) delivered to you or your representative.

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in Subsections 16.D. and 17.E., nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

References in this Agreement to “we,” “us,” and “our,” with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term “affiliate” means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. “Control” means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchise and the RESTAURANT, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to “owner” mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and the RESTAURANT or an ownership interest in you) including, but not limited to, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the RESTAURANT and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a “controlling ownership interest” in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a controlling ownership interest is involved must be made as of both immediately before and immediately after the proposed transfer to see if a controlling ownership interest will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

“Person” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term “RESTAURANT” includes all of the assets of the Your Pie Restaurant you operate under this Agreement including, but not limited to, its revenue and the Lease.

This Agreement may be executed in multiple copies, each of which, when taken together, will be deemed an original.

L. **The Exercise of Our Judgment.** We have the right to operate, develop and change the Franchise System and System Standards in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on information readily available to us and our judgment of what is in the best

interests of us or our affiliates, the Your Pie restaurant network generally, or the Franchise System at the time our decision is made, without regard to whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision promotes our or our affiliates' financial or other individual interest. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated or completed actions that require our approval.

18. NOTICES AND PAYMENTS.

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered:

- (1) At the time delivered by hand;
- (2) At the time delivered via computer transmission and, in the case of the Royalty, Fund Contributions, and other amounts due, at the time we actually receive payment via the EDTA;
- (3) One (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;
- (4) One (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or
- (5) Three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to us must be sent to the address specified below, although we may change this address for notice by giving you notice of the new address:

Your Pie Franchising, LLC
624 S. Milledge Avenue, Suite 102
Athens, Georgia 30605
Attn.: President

With a copy to (which shall not constitute notice):

Richard G. Greenstein, Esq.
DLA Piper LLP (US)
1201 W. Peachtree Street, NW
Suite 2800
Atlanta, Georgia 30309

Any notice that we send to you may be sent only to the one (1) person identified on Exhibit A, even if you have multiple owners, at the email or postal address specified on Exhibit

A. You may change the person and/or address for notice only by giving us ten (10) days' prior notice by any of the means specified above.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

19. **COMPLIANCE WITH ANTI-TERRORISM LAWS.**

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Subsection 14.B.(18) above.

20. **ELECTRONIC MAIL.**

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("Official Senders") to you during the Term of this Agreement.

You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for, or is affiliated with, you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term of this Agreement.

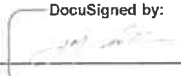
The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

[Signatures on following page]

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

WE:

YOUR PIE FRANCHISING, LLC

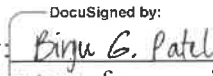
By:  _____
DocuSigned by:
EE2BD86E60954A9...

Print Name: J.M. "Bucky" Cook

Print Title: CEO

YOU:

RUDRA ENTERPRISES, LLC:

By:  _____
DocuSigned by:
402692575491
[signature of person signing on behalf of entity]

Title of Signatory: MEMBER

EXHIBIT A
TO THE FRANCHISE AGREEMENT

Effective Date: This Exhibit A is current and complete
as of 2/21/2018

You and Your Owners

1. **Form of Owner.**

(b) **Limited Liability Company.** You were incorporated or formed on January 14th, 2018, under the laws of the State of Georgia. You have not conducted business under any name other than your corporate, limited liability company, or partnership name. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

<u>Name of Each Director/Officer</u>	<u>Position(s) Held</u>
<u>Birju G. Patel</u>	<u>Member</u>
<u>Rajesh A. Patel</u>	<u>Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

2. **Owners.** The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	<u>Owner's Name</u>	<u>Percentage/Description of Interest</u>
(a)	<u>Birju G. Patel</u>	<u>100%</u>
(b)	<u></u>	<u></u>
(c)	<u></u>	<u></u>
(d)	<u></u>	<u></u>

3. Name and Address of Person to Receive Notice for Franchise Owner.

- (a) Name: Rajesh Patel
- (b) Postal Address: 3434 Browns Mill Road, Atlanta GA, 30354
- (c) E-mail Address: raj@apsilonhotels.com

4. Identification of Managing Owner. Your Managing Owner as of the Effective Date is Rajesh Patel (must be one of the individuals listed in paragraph 2 above). You may not change the Managing Owner without prior written approval.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit A as of the Effective Date.

WE:

YOUR PIE FRANCHISING, LLC

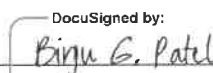
By:  _____
DocuSigned by: EE2BD85E60954A9...

Print Name: J.M. "Bucky" Cook

Print Title: CEO

YOU:

RUDRA ENTERPRISES, LLC:

By:  _____
DocuSigned by: 1462993F4E
[signature of person signing on behalf of entity]

Title of Signatory: MEMBER

EXHIBIT B
TO THE FRANCHISE AGREEMENT
THE PREMISES AND TERRITORY

1. The Premises of the RESTAURANT will be located at:

2. The Territory shall be:

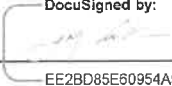
(If the Premises and Territory have not been designated when this Agreement is signed, we will (i) insert the Premises and Territory upon providing our consent to the location; and (ii) deliver to you a copy of the replacement page for this Exhibit B at that time.)

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit B as of the Effective Date.

WE:

YOUR PIE FRANCHISING, LLC

By: 
EE2BD85E60954A9...
Print Name: J.M. "Bucky" Cook
Print Title: CEO

YOU:

RUDRA ENTERPRISES, LLC

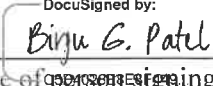
By: 
[signature of person signing on behalf of entity]
MEMBER
Title of Signatory: _____

EXHIBIT C

TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this 21ST
day of FEBRUARY, 2018

By (list each guarantor):

Birju G.Patel, Rajesh A. Patel

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement"), dated as of the date written above, by **YOUR PIE FRANCHISING, LLC**, a Georgia limited liability company ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including, but not limited to, extensions) and afterward as provided in the Agreement, that **RUDRA ENTERPRISES, LLC** ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, but not limited to, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, but not limited to, any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, but not limited to, the non-competition, confidentiality, transfer, and arbitration requirements.

The undersigned acknowledges that he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; that he, she or it will benefit significantly from our entering into the Agreement with Franchisee; and that we would not enter into the Agreement unless the undersigned agreed to sign and comply with the terms of this Guaranty.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several (regardless of ownership interest), both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person including, but not limited to,

the acceptance of any partial payment or performance or the compromise or release of any claims (including, but not limited to, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including, but not limited to, extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to us; (ii) all rights to require us to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by us; and (iv) acceptance and notice of acceptance by us of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. We shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to us. Without affecting the obligations of the undersigned under this Guaranty, we may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and each of the undersigned hereby waives notice of same. Each of the undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations in this Agreement, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of general jurisdiction in Atlanta, Georgia, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of, or venue in, those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature as of the date set forth above.

Signatures Of Each Guarantor	Percentage Of Ownership In Franchisee
DocuSigned by: Birju G. Patel DocuSigned by: Birju G. Patel DocuSigned by: Birju G. Patel	100
Rajesh A. Patel Rajesh A. Patel Rajesh A. Patel	

[MENU](#)[REWARDS](#)[LOCATIONS](#)[CATERING](#)[FRANCHISE](#)

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#11

Menu

MENU

Pricing varies by store. Check your local menu for specific pricing.

[PIZZA](#)[PASTA](#)[PANINIS](#)[SALADS](#)[GELATO](#)[BEER](#)[DOWNLOAD MENU](#)

SIGNATURE PIZZAS



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Ok



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[LOCATIONS](#)

[CATERING](#)

[FRANCHISE](#)

... ..

extra virgin olive oil, fresh
mozzarella, tomato, basil,
garlic

... ..

basil pesto, mozzarella, feta,
sun-dried tomatoes, spinach,
chicken

... .. [ORDER NOW](#)

marinara, mozzarella,
pepperoni, Italian sausage, red
onions, mushrooms, black
olives, green peppers



SOUTHERN HEAT

buffalo sauce, mozzarella,
chicken, red onions, jalapeno
(served with ranch or blue
cheese)

GREAT WHITE

extra virgin olive oil, garlic,
mozzarella, ricotta, feta

BBQ CHICKEN

BBQ sauce, mozzarella,
chicken, cilantro, red onions

INGREDIENTS



We use cookies to ensure that we give you the best experience on our website. [Accept & Continue](#)

OK

[MENU](#)[REWARDS](#)[LOCATIONS](#)[CATERING](#)[FRANCHISE](#)[ORDER NOW](#)

Cauliflower 330 Cals
Gluten Free 520 Cals
Bread Bowl 400 Cals
Panini Bread 380 Cals
Kids Panini Bread 190 Cals
Kids 7" White 260 Cals
Kids 7" Wheat 250 Cals

Buffalo Sauce 15-30 Cals
BBQ Sauce 35-70 Cals
Basil Pesto 70-130 Cals
Ranch Dressing 140-270 Cals

Feta 25-50 Cals
Fresh Mozzarella 90-180 Cals
Ricotta 50-110 Cals
Parmesan 15-25 Cals
Provolone 50-200 Cals
Vegan Cheese 110-230 Cals



MEATS

Pepperoni 35-70 Cals
Bacon 40-80 Cals
Chicken 30-100 Cals
Italian Sausage 70-150 Cals
Meatball 70-140 Cals
Ham 20-110 Cals
Turkey 15-90 Cals
Salami 60-120 Cals



VEGGIES

Artichoke Hearts 0-10 Cals
Banana Peppers 0 Cals
Basil 0 Cals
Black Olives 15-30 Cals
Broccoli 0-10 Cals
Cilantro 0 Cals
Garlic 0 Cals
Green Peppers 0 Cals
Jalapenos 0 Cals

Mushrooms 0-10 Cals
Oregano 0 Cals
Pineapple 10-20 Cals
Red Onion 0-10 Cals
Romaine 15-30 Cals
Spinach 20-35 Cals
Sun-Dried Tomatoes 25-50 Cals
Tomatoes 10-20 Cals



DRESSING

We are not responsible for any allergic reactions you may have to any of our ingredients.

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Cals

Blue Cheese 160-320

Cals

Mustard 110-220[ORDER NOW](#)

2,000 calories a day is used for general nutrition advice, but calorie needs vary.
Additional nutrition information available upon request.

SIGNATURE PASTAS



ZIA'S MEATBALL MARINARA

Penne, marinara, mozzarella,
ricotta, parmesan, basil, garlic,
and meatball.



CHEESY ALFREDO

Penne, alfredo, mozzarella,
feta, parmesan, and garlic.



THE NAT

Penne, basil pesto, sundried
tomatoes, spinach, chicken,
mozzarella and feta.

PANINIS

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CHICKEN BACON CLUB

ranch, provolone, chicken, bacon,
spinach, tomatoes



BUFFALO CHICKEN

buffalo sauce, provolone, chicken, red
onions, jalapeños (served with ranch or
bleu cheese)



NONNO'S ITALIAN

provolone, spinach, tomatoes, red
onions, ham, pepperoni (served with
balsamic vinaigrette)



PESTO TURKEY

basil pesto, provolone, spinach,
tomatoes, turkey

SALADS

View our full menu at [yourpie.com](#) or call 800-451-7463 for more information.

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CAESAR SALAD

romaine, parmesan, croutons,
black pepper, caesar dressing

CAPRESE SALAD

spinach, mozzarella, tomatoes,
garlic, extra virgin olive oil,
basil, black pepper, balsamic
vinaigrette dressing

HOUSE GREEK SALAD

romaine, black olives, red
onion, banana peppers, feta,
greek dressing

GELATO



Italian Gelato is made differently than ice cream, with milk instead of cream. Its decadence comes from the rich flavors of all-natural ingredients, not added butterfat. You would never guess it was 93% fat-free. Oh yeah...and our sorbet is 100% fat-free and

View our menu items on our website for the full experience. For full website, click on the link below.

©2018

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Your Pie and the craft beer scene in the United States have grown together since 2008. In a world of “big box” brands, craft beer sought to innovate much like Your Pie—by leveraging community, culture, and craftsmanship to connect with people in a new way. Each Your Pie location hand selects the brews offered, making the beer list at all 50 locations, unique! After all, pizza and craft beer are the perfect pairings!

GET EMAIL UPDATES!

Sign up for email updates to learn more about Your Pie and get deals delivered right to your inbox.

SIGN UP FOR OUR E-CLUB!

(We are cooking to make this a great experience for you on our website. Accept to continue.)





[MENU](#)

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[LOCATIONS](#)

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[ORDER NOW](#)

Please contact us should you require any further information or assistance. We hope to continue



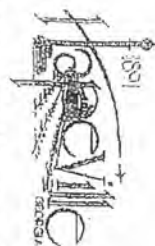
List ALL employees. Use full complete names (No initials). Attach additional pages if needed.

Business Name & Address: Rudra Enterprises, LLC 925 Virginia Ave. Hapeville GA 30354

Date and Signature of Owner

[illegible]

12
employee
Inventory



Stock Inventory List

Attach additional pages if needed.

Business Name & Address: Rudra Enterprises, LLC 925 Virginia Ave. Hapeville GA 30354

Date and Signature of Owner/Manager,

[illegible]

#14
Bond



Effective Date: June 22nd, 2020

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65116801

That we, Rudra Enterprises, LLC dba Your Pie Hapeville

of Hapeville, State of Georgia, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Georgia, as Surety, are held and firmly bound unto the

City of Hapeville, State of Georgia, as Oblige, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Restaurant selling beer/liquor/wine City of Hapeville

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
June 22nd, 2021, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 24th day of June, 2020.

Rudra Enterprises, LLC DBA Your Pie
Hapeville

Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Briflat
Paul T. Briflat, Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Restaurant selling beer/liquor/wine City of Hapeville

bond with bond number 65116801

for Rudra Enterprises, LLC dba Your Pie Hapeville

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 24th day of June,
2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

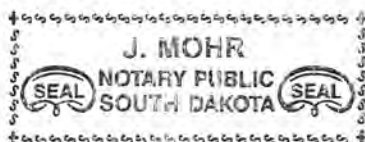
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 24th day of June, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

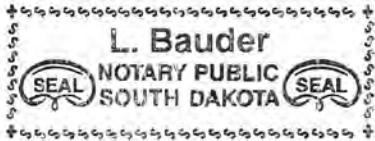
To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 24th day of June, 2020, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



L. Bauder
Notary Public — South Dakota

My Commission Expires January 29, 2022

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

Notary Public



Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT

BOND

As

of _____

State of _____

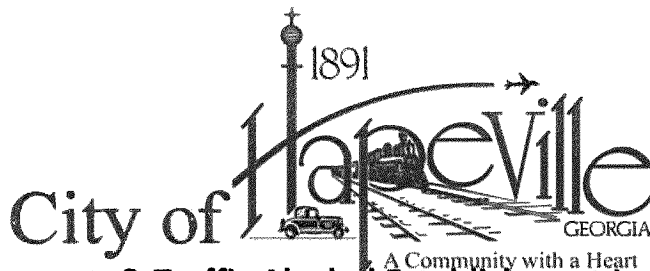
Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____



Police, Code Enforcement, & Traffic Alcohol Establishment Inspection Report

Date: October 2, 2020

Business Name: Your Pie Hapville 109

Address: 925 Virginia Avenue Suite C Hapeville, GA 30354

Exterior Observations:

Condition of Signage: Good

Window Signage & Visibility: Good

Condition of Property: New

Exterior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Interior Observations:

Interior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

☐ Unknown

Cameras: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

COMPLIANCE: To resolve this issue please n/a from premises within n/a days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: Once obtain Alcohol License Owner & Staff can obtain alcohol handling permits.

History:

Law Enforcement: 0 calls Code Enforcement: 0 calls

Inspector's Signature

R. McFarlane

Inspection No:	IAL 20-001
Inspection Date:	08/19/2020
Inspection Time:	0.25
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders				
Facility:	Your Pie		Address:	925 Virginia Avenue #B
Phone:				
Fax:			City:	City of Hapeville
Email:	birju.patel1974@yahoo.com		State:	GA
			Postal Code:	30354
Primary Contact				
Contact:			Work:	
Email:			Cell:	

Inspection Type:	Inspection - Business License
------------------	-------------------------------

Violation Code	Days to Correct*	Violation	Notes	Location
----------------	------------------	-----------	-------	----------

Inspection Notes:
Approved For Alcohol License

Inspector : Brian Eskew	
----------------------------	---

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.



Alcohol License Establishment Planning & Zoning Form

Date: October 13, 2020

Business Name: Your Pie Hapeville 109

Business Address: 925 Virginia Ave, Suite C, Hapeville, GA 30354

Business Owner: Rudra Enterprises LLC

Business Owner Address: 925 Virginia Ave, Suite C, Hapeville, GA 30354

Building Square Footage: approx. 22,000 SF

Square footage of Business Unit: 2,500 SF*

Will the establishment provide patio/outdoor dining? No.

Number of Parking Spaces Provided: Shared parking on-site.

*Verbally confirmed square footage as there was a discrepancy between the occupational tax permit and the alcohol permit applications.

STAFF USE ONLY

Zoning Classification: U-V, Urban Village

Sec. 93-11.2-3. - Permitted uses.

(9) Restaurants or carry-out restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a stand-alone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: Adequate parking provided. Approved site plan.

Outdoor dining: n/a. Alcohol may not be served/consumed at any outdoor dining tables as there are no fences or walls allowed in the supplemental area (93-11.2-8) and the City's Code Sec. 5-6-4. - Sales outside of licensed premises.) requires a defined and enclosed patio area.

Staff Finding: Compliant with zoning for indoor service only.

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a restaurant which has an approved occupational tax permit for zoning compliance in the U-V zoning district.

Alcoholic Beverage Ordinance Compliance

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

The proposed location is in a commercial corridor of Hapeville. There is a residential zoning district immediately adjacent to the business (to the north).

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There are no alcoholic treatment centers owned and operated by the state or county or municipal government within 100 yards.

3430 Lang Avenue is the closest school which is 1073 ft away (357 yards)

- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

The site plan has been approved for the project with adequate off-street parking facilities.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

This area is designated as a commercial area.

- (7) The applicant, business or licensee's meeting of the requirements of this chapter and state, federal and local laws, including as such pertains to notice and distance requirements, fire codes, building, zoning, parking, storage, sanitation codes, parking buffers, lighting and other matters relating to public welfare and safety and the use or sale of alcohol at the proposed location.

The business is compliant with zoning.

Sec 5-6-3 – On premises consumption establishments.

- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.
- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.

The stated business hours are 11am to 8pm and therefore meet the hours required above.

Sec. 5-6-7. - Regulations of restaurants; reporting food sales.

- (a) A restaurant holding an alcohol beverage license must (i) be open to the public at least six hours per day, serving at least two meals per day, with a minimum serving time of three hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating. Before any repair, redecorating or any period of closure other than nationally recognized or religious holidays, vacations or emergencies, the details of such repair or redecorating shall require approval by the city manager who shall first submit such information to the city manager for review and recommendation. Where closure is the result of a catastrophic emergency, post closure review can be applied for; however, such review request must be applied for by the license

holder no later than 30 days post closure or the same closure may be prosecuted as a violation of this section and may result in administrative proceedings as well.

Compliant

- (b) Serving of alcoholic beverages at off-premises locations shall not be the principal business of the restaurant and consumption on the premises shall only be incidental thereto.

N/A

- (c) As used in this section, seating capacity shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals.

Should be confirmed by Fire Marshall and/or Police Department

- (d) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

Compliant, confirm with Fire Marshall and/or Police Department.

- (e) The principal business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least 30 percent of the receipts of such business shall come from the sale of food. While a separate license shall be required for each food establishment within a hotel, the food and alcohol sales percentages for a hotel shall be calculated as an aggregate number for the hotel and not based on each individually licensed establishment.

Compliant per occupational tax permit. Must submit receipts to City Clerk

WORKSHOP FACILITATION AGREEMENT

This Workshop Services Agreement (“Agreement”) is made by and between the City of Hapeville (**the “City”**), a Georgia municipal corporation whose address is 3468 North Fulton Avenue, Hapeville, GA 30354, and Hannah Burton (**the “Facilitator”**) whose address is 982 Sloan Circle SE Unit #B, Atlanta, GA 30316.

WHEREAS, the City has determined that it desires the professional services of the Facilitator for support of the workshops for the Day of the Dead/Dia De Los Muertos to be held at Jess Lucas Park – 680 S. Central Avenue, Hapeville, GA 30354; and,

WHEREAS, the parties desire that the Facilitator performs their duties as an Independent Contractor and not as an Employee of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **SERVICES AND SCOPE OF WORK.** Screen Printer (Facilitator) will demonstrate how to make Screen Prints (description of services).
2. **PERIOD OF PERFORMANCE.** Hannah Burton (Facilitator) further agrees that the period of the total number of workshops will be 2 nights, with each session at 5-10pm minutes. Workshop will begin on Oct 31st, 2020, and end on Nov.1st, 2020.
3. **PAYMENT.** In consideration of professional services rendered by Hannah Burton (Facilitator), the City agrees to pay Hannah Burton (Facilitator) for the fixed amount of \$200, as specified in Services and Scope of Work. Payment by the City will be made within forty-five (45) days upon receipt of proper invoice. Such payments made by the City of Hapeville will be for the purpose of satisfaction of all direct costs of Hannah Burton (Facilitator) in connection with his/her performance of this Agreement, including salary, benefits, housing, utilities, transportation, and miscellaneous items.
4. **INDEPENDENT CONTRACTOR.** It is specifically agreed by the parties that the Facilitator will not be employed or paid as an employee of the City, but that the Facilitator is an Independent Contractor. The Facilitator shall be responsible for all personnel matters pertaining to him/her, including health and benefits plans, and tax withholding. Facilitator shall not identify themselves as an employee, representative, or agent of the City, or as being an integral part of the City’s regular business operations. This Agreement shall not create or perpetuate any agency or employer-employee relationship between the City

and the Facilitator. Facilitator shall have no authority to bind the City or to execute documents on behalf of the City.

5. **RESPONSIBILITY FOR TAXES.** Facilitator shall be responsible for the payment of its own federal, state and local taxes and shall file all required tax returns related to the performance of its duties as an independent Contractor under this Agreement.
6. **TERMINATION.** This Agreement may be terminated upon written notice of not fewer than thirty (30) days by either party prior to termination. The Agreement may also be terminated by mutual written agreement by the parties. In the event of Agreement termination by either party, the City is obligated to pay only those prorated payments that may be due before or on the date of termination. This Agreement will automatically terminate on November 1, 2020.
7. **DEFAULT.** If the Facilitator fails in whole or in part to substantially perform its obligations, the City, in addition to whatever legal remedy it may have in law or equity, shall have the right to terminate this Agreement accordingly. The City shall give thirty (30) days advance written notice of such termination. The City shall take all immediate action to minimize all expenditures and obligations financed by the Agreement and shall cancel unliquidated obligations as soon as possible. The Facilitator will be compensated for all actual and allowable expenses, and all obligations that cannot be cancelled properly prior to that date of termination. The Facilitator shall promptly deliver to the City all data, reports, summaries, and other such other information and material as may have been prepared for and/or accumulated by the Facilitator in the performance of this Agreement, whether completed or in process.
8. **RELEASE AND INDEMNIFICATION.** Facilitator releases City from any and all claims and causes of action whatsoever arising from this Agreement. Facilitator agrees to defend, indemnify and hold the City harmless (including its directors, officers, and employees) from and against any and all claims, liabilities, losses, suits, damage costs and expenses (including but not limited to reasonable attorneys' fees and costs), and damages suffered, incurred, arising out of, or related to any claims from this Agreement or from the services provided.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the City and the Facilitator with respect to the subject matter contained herein, and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by both parties.
10. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts and any party hereto may execute

any such counterpart by hand or via electronic or digital signature. Each counterpart shall be deemed to be an original once it is executed and delivered and all the counterparts shall constitute one and the same instrument when taken together. This Agreement shall become binding when one or more counterparts taken together shall have been executed, delivered, and exchanged by the parties.

IN WITNESS WHEREOF, the duly designated representatives of the parties have hereunder set their signatures.

THE CITY OF HAPEVILLE

FACILITATOR

Alan Hallman, Mayor



Sign Name, Facilitator

Hannah Burton

Print Name, Facilitator

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney

MEDIA ARTIST AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between City of Hapeville (the "City"), a Georgia municipal corporation whose address is 3468 North Fulton Avenue, Hapeville, GA 303254, and **JESUS ANDRES LUGO GOMEZ** (the "Media Artist" or their production company), whose address is **3207 Henderson Mill Rd Apt J4 Atlanta, GA 30341**.

WHEREAS, the City is the programmer and organizer of the Day of the Dead/Dia de Muertos Event;

WHEREAS, the Media Artist desires to present and display their film in conjunction with Day of the Dead/Dia de Muertos Event which will be held on October 31st and November 1st (date) in accordance with the terms of this Agreement; and,

WHEREAS, the parties desire the Media Artist to perform their duties as an Independent Contractor and not as an Employee of the City.

NOW, THEREFORE, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **DUTIES OF MEDIA ARTIST**. Media Artist shall perform the duties outlined on **Attachment A** of this document in such manner and through such methods as Artist deems necessary and proper, without any influence or control exerted by the City. Artist's performance shall be evaluated solely with respect to whether the result of Artist's performance is satisfactory to the City and is in compliance with federal, state, and local rules, regulations, law, and ordinances.

2. **PLACE OF BUSINESS**. Media Artist shall perform the duties as identified on **Attachment B** in connection with the display and performance of the Media Artist's film or works.

3. **EXCLUSIVITY FOR A LIMITED PURPOSE AND TIME**. Media Artist agrees that during the period of the Event and while the Media Artist's work is in the Day of the Dead/Dia de Muertos, they shall not accept any other engagements to present, display, exhibit, or perform Artist's film in any market where a venue listed on Attachment B is located without first obtaining the prior written consent of the City. While City does not own the rights to the films, City has permission to show films in a public setting.

4. **INDEPENDENT CONTRACTOR**. Media Artist shall always and for all purposes under this Agreement be an independent contractor performing services under contract with the City. Media Artist shall not identify themselves as an employee, representative, or agent of the City, or as being an integral part of the City's regular business operations.

5. **RIGHTS UPON BREACH**. The City shall have the right to terminate its obligations under this Agreement if in the good faith exercise of its business judgment,

the City determines that the Media Artist has not produced a result which is satisfactory to the City or if the Media Artist fails to perform any of its obligations under this Agreement. Media Artist shall only have the right to terminate its obligations under this Agreement if City breaches its obligations under this Agreement or in **Attachment A**.

6. LICENSES AND PERMITS. Media Artist shall be responsible for procuring any necessary permits or licenses required for them to perform their duties under this Agreement. In addition, Media Artist represents and warrants that it possesses all necessary legal rights to screen, stream, present, display, duplicate, broadcast, or transmit the film, in Attachment ~~B~~ **A** List, and any images or music contained therein, for Screening presentations, and educational and community engagement purposes in conjunction with the Day of the Dead/Dia de Muertos Event.

7. RELEASE AND INDEMNIFICATION. Media Artist releases City from any and all claims and causes of action whatsoever (including, without limitation, any infringement or violation of personal and/or property rights of any sort including, to the maximum extent permitted by law, defamation) arising from the use, production, promotion, distribution and exploitation, and presentation of the film. Media Artist agrees to defend, indemnify and hold the City harmless (including its directors, officers, and employees) from and against any and all claims, liabilities, losses, suits, damage costs and expenses (including but not limited to reasonable attorneys' fees and costs), and damages suffered, incurred, arising out of, or related to any claims that any part(s) or all of the film infringe upon any copyright or trademark (statutory or common law); constitute an invasion of the right of privacy or publicity; constitute a defamation; or constitute an infringement of any other right or any kind, of any third party.

8. TERM. This Agreement shall be valid and enforceable from October 31st to November 1st.

9. COMPENSATION. Media Artist shall receive the following: an artist honorarium for performance of their duties under this Agreement. Payment schedule listed in **Attachment A**.

10. NO AGENCY. This Agreement shall not create or perpetuate any agency or employer-employee relationship between the City and the Media Artist. Media Artist shall have no authority to bind the Company or to execute documents on behalf of the Company.

11. RESPONSIBILITY FOR TAXES. Media Artist shall be responsible for the payment of its own federal, state and local taxes and shall file all required tax returns related to the performance of its duties as an independent Contractor under this Agreement.

12. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart by hand or via electronic or digital signature. Each counterpart shall be

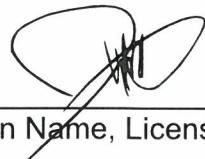
deemed to be an original once it is executed and delivered and all the counterparts shall constitute one and the same instrument when taken together. This Agreement shall become binding when one or more counterparts taken together shall have been executed, delivered, and exchanged by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
of September 25, 2020.

THE CITY OF HAPEVILLE (LICENSEE)

Alan Hallman, Mayor

LICENSOR



Sign Name, Licensor

JESUS ANDRES LUGO GOMEZ
Print Name, Licensor

Attest:

Crystal Griggs-Epps, City Clerk

ApprovedastoForm:

City Attorney

2020-2021 SOUTHERN CIRCUIT – MEDIA ARTIST AGREEMENT ATTACHMENT A

In respect to this project, **the City** shall provide the services as follows:

City will provide all A/V equipment for public viewing. City will provide promotional materials.

In respect to this project, the **Media Artist** shall perform the services and allow access to their work as follows:

Media Artist will provide access to films the following films for public viewing:

1. Fusilao
2. Visitanta Ilustre
3. Hierba Mala
4. El Vuelo de un Ave
5. El vuelo de la mariposa
6. los desaparecidos
7. Indocumentada
8. ICE cream
9. Arriago
10. Umbral
11. Breathe
12. En Mi Memoria*
13. Manos de Oaxaca*
14. Dazantes*
15. Lacus
16. Seredipia
17. Que Viva Mexico
18. Viaje de la luna
19. Cuando ya no queda nada
20. Kurikinki

**MEDIA ARTIST AGREEMENT
ATTACHMENT B**

The following list provides details for the locations and dates for activities.

Activities will take place October 31st – November 1, 2020. Location is Jess Lucas Park, 680 S. Central Avenue, Hapeville, GA 30354.

**AGREEMENT BETWEEN Edgar Litumasoto (Artist's Name)
AND THE CITY OF HAPEVILLE, GEORGIA
FOR TEMPORARY FAÇADE IMPROVEMENTS**

This Agreement is made this 10th day of September 2020, by and between the **City of Hapeville, Georgia** and Edgar Litumasoto ("**Contractor**") for Contractor to perform the following Façade Improvements:

Contractor will create a 4'x8' temporary mural panel to be showcased inside of Jess Lucas Park, 680 S. Central Avenue (address/location), Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Temporary Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$500 for the work described in Exhibit A.

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

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

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

1. Indemnification

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

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

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

2. Assignment of Contract

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

3. Performance of Work

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

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

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

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

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

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

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

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

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

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

5. Entire Agreement

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

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

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

6. Right to Stop Work

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

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

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

THE CITY OF HAPEVILLE

CONTRACTOR

Alan Hallman, Mayor

Edgar Litumasoto
Sign Name, Contractor

Edgar Litumasoto
Print Name, Contractor

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney



Bianca Howard

From: Edgar Lituma Soto <edgar@litumaism.com>
Sent: Thursday, October 15, 2020 10:53 AM
To: Bianca Howard
Subject: Re: Dia de los muertos documents

Hello Bianca,

My typed name is representing my signature in the contract with Hapeville. Let me know if you need anything else from me.

best regards,

On Thu, Oct 15, 2020 at 10:25 AM Bianca Howard <bhoward@hapeville.org> wrote:

Hi Edgar,

I hope all is well! My apologies as I am now just looking at the contract. May you please physically sign the contract and send back? If you are unable to do so, please reply back stating that your typed name is representing your signature on the contract with Hapeville.

Thank you,

Bianca Howard

From: Edgar Lituma Soto <edgar@litumaism.com>
Sent: Thursday, September 10, 2020 3:39 PM
To: Bianca Howard <bhoward@hapeville.org>
Subject: Dia de los muertos documents

Greetings Bianca,

My name is Edgar Litumasoto and I am one of the artists for the 8'x4' mural panels for the Dia de los muertos event. Attached are my documents and a temporary sample of my work since I have not yet finalized the design. Let me know if you need anything else from me.

**AGREEMENT BETWEEN _____Monica Alexander_____ (Artist's Name)
AND THE CITY OF HAPEVILLE, GEORGIA
FOR TEMPORARY FAÇADE IMPROVEMENTS**

This Agreement is made this 10th day of September 2020, by and between the **City of Hapeville, Georgia** and _____Monica Alexander_____ ("**Contractor**") for Contractor to perform the following Façade Improvements:

Contractor will create a 4'x8' temporary mural panel to be showcased along 680 S. Central Ave (address/location), Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Temporary Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$500 for the work described in Exhibit A.

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

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

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

1. Indemnification

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

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

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

2. Assignment of Contract

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

3. Performance of Work

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

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

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

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

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

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

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

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

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

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

5. Entire Agreement

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

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

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

6. Right to Stop Work

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

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

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

THE CITY OF HAPEVILLE

CONTRACTOR

Monica Alexander

Alan Hallman, Mayor

Sign Name, Contractor

Monica Alexander

Monica Alexander

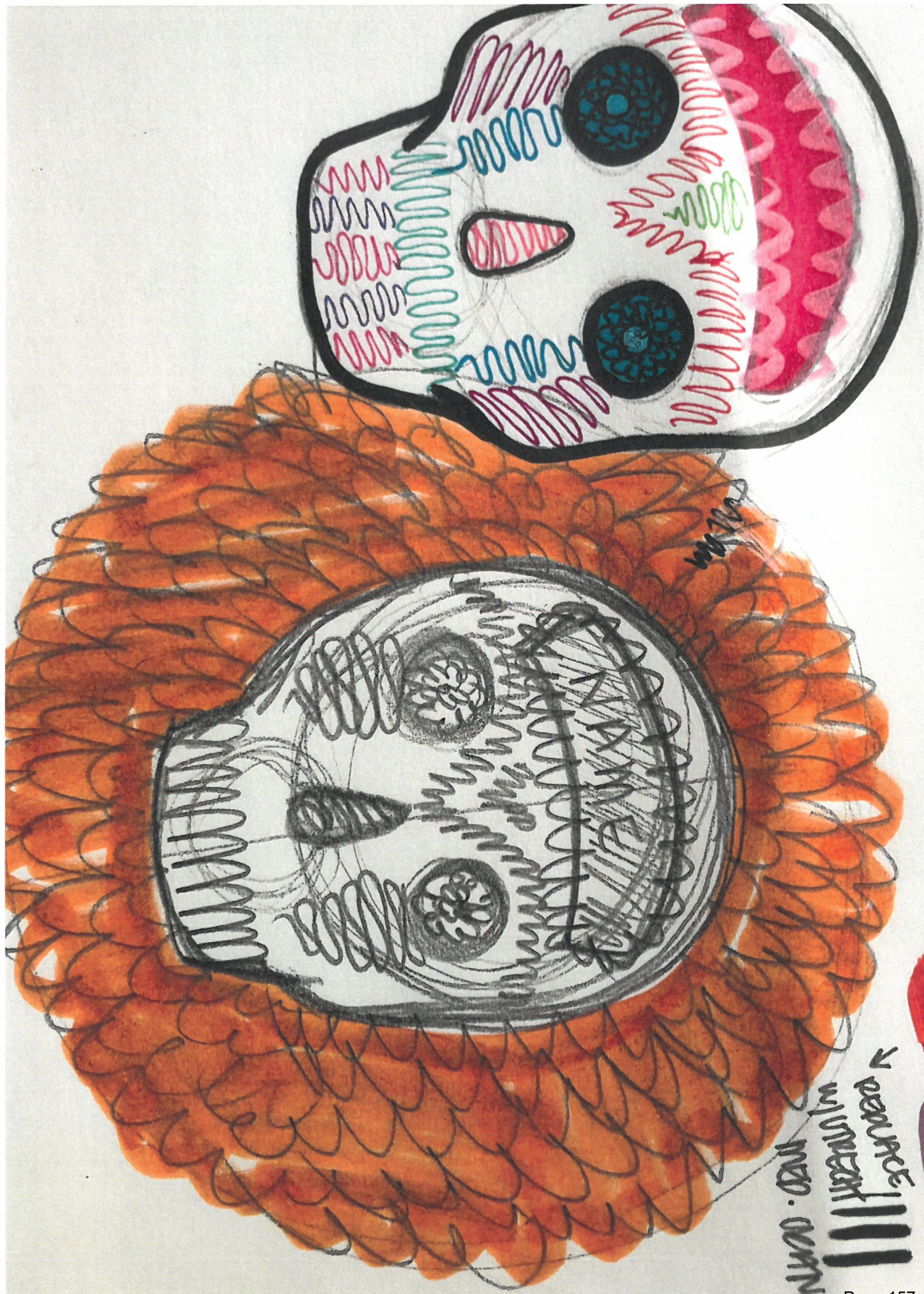
Print Name, Contractor

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney



→ purple
w/ green
red. green

**AGREEMENT BETWEEN Laura Vela (Artist's Name)
AND THE CITY OF HAPEVILLE, GEORGIA
FOR TEMPORARY FAÇADE IMPROVEMENTS**

This Agreement is made this 10th day of September 2020, by and between the **City of Hapeville, Georgia** and Laura Vela ("**Contractor**") for Contractor to perform the following Façade Improvements:

Contractor will create a 4'x8' temporary mural panel to be showcased along Jess Lucas Par (address/location), Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Temporary Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$500 for the work described in Exhibit A.

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

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

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

1. Indemnification

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

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

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

2. Assignment of Contract

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

3. Performance of Work

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

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

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

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

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

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

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

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

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

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

5. Entire Agreement

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

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

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

6. Right to Stop Work

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

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

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

THE CITY OF HAPEVILLE

CONTRACTOR

Alan Hallman, Mayor



Sign Name, Contractor

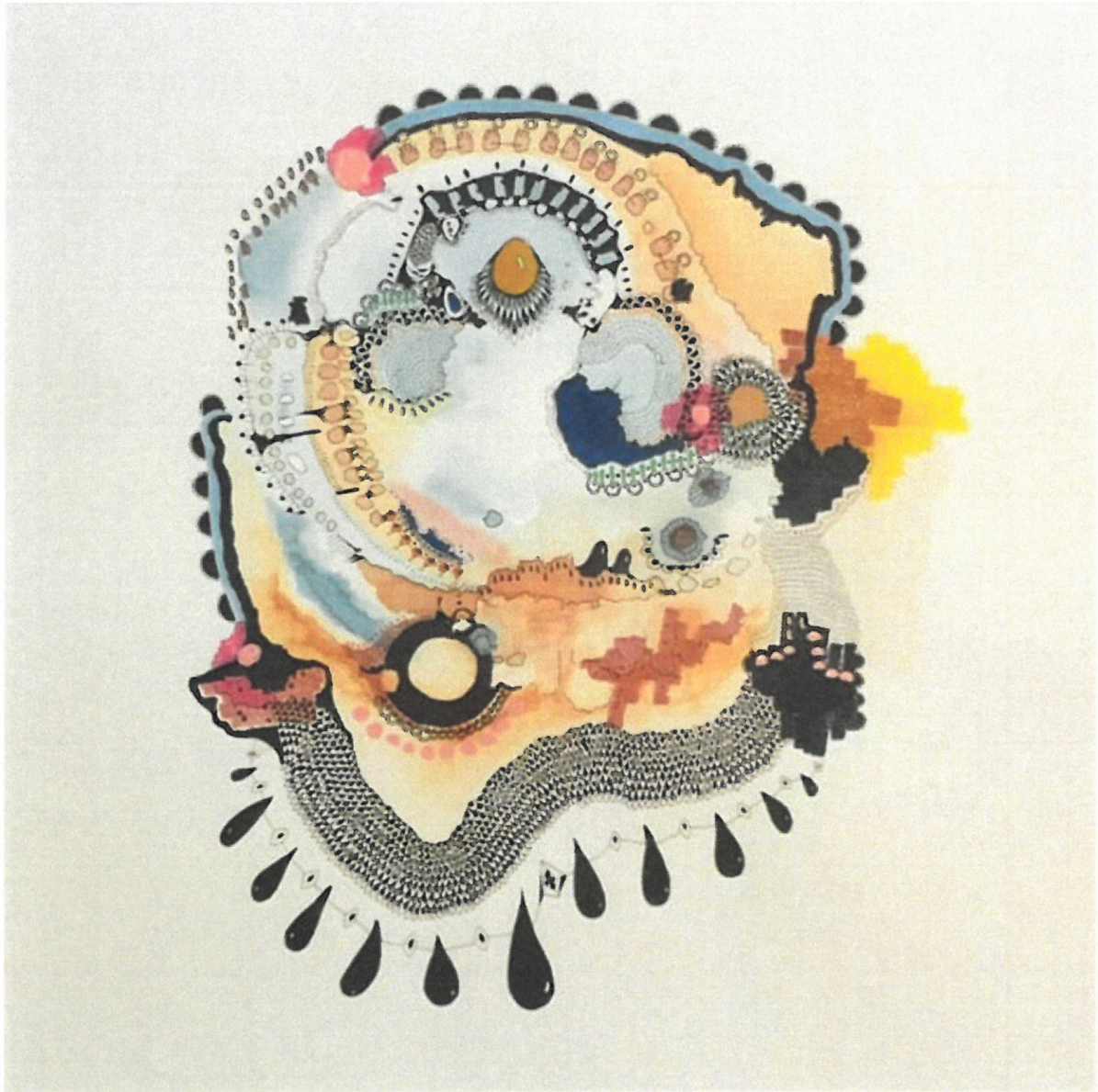
Laura Vela
Print Name, Contractor

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney



1 **STATE OF GEORGIA**
2 **CITY OF HAPEVILLE**

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE 2020 - 2021**
7 **FISCAL YEAR TO REFLECT THE ADJUSTMENT OF REVENUE AND**
8 **EXPENDITURES PURSUANT TO SECTION 17-2-3 OF THE CODE OF ORDINANCES,**
9 **CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
10 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
11 **PROVIDE FOR OTHER LAWFUL PURPOSES.**

12
13 **WHEREAS**, the mayor and council shall have full power and authority to provide for the
14 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
15 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
16

17 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
18 all powers of the City shall be vested in the mayor and council. The mayor and council shall be
19 the legislative body of the City; and,
20

21 **WHEREAS**, the mayor and council approved the annual budget for the 2020 - 2021
22 fiscal year on 06/23/2020; and
23

24 **WHEREAS**, accounting standards require the use of year-end adjustments for accrual
25 accounting, and amendments to the Fiscal Year 2020 - 2021 budget are needed to apply the
26 adjustments to budgeted revenues and expenditures in compliance with State law; and
27

28 **WHEREAS**, every official act of the mayor and council which is to become law shall be
29 by ordinance;
30

31 **WHEREAS**, the governing authority of the City finds it desirable to amend the 2020 -
32 2021 fiscal year annual budget.
33

34 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
35 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
36

37 **Section One.** That the Fiscal Year 2020 - 2021 Annual Budget be amended to reflect
38 the adjustment of revenues and expenditures as follows:
39

40 See Attachment labeled as “**Exhibit A**”. Exhibit A shall be incorporated fully herein by
41 reference.
42

43 **Section Two. Codification and Certify.** This Ordinance adopted hereby shall be codified
44 and certified in a manner consistent with the laws of the State of Georgia and the City.
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APPROVED BY:

City Attorney

CITY OF HAPEVILLE
FY2020-2021 PROPOSED BUDGET AMENDMENT - GENERAL FUND ONLY
as of September 28, 2020 Report Date

		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
REVENUE SUMMARY - GENERAL FUND					
TOTAL TAXES		10,523,500	50,438	10,573,938	
TOTAL LICENSES AND PERMITS		410,060	0	410,060	
TOTAL INTERGOVERNMENTAL REV		5,000	0	5,000	
TOTAL CHARGES FOR SERVICES		345,700	0	345,700	
TOTAL FINES AND FORFEITURES		301,500	0	301,500	
TOTAL INVESTMENT INCOME		6,000	0	6,000	
TOTAL CONTRIBUTIONS		4,500	0	4,500	
TOTAL MISC REVENUE		87,500	272,000	359,500	
TOTAL OTHER FINANCING SOURCES		3,679,551	(175,124)	3,504,427	
TOTAL REVENUES - 100 GENERAL FUND		15,363,311	147,314	15,510,625	
EXPENDITURES SUMMARY - GENERAL FUND					
DEPARTMENTS					
Council -1110		44,186	0	44,186	
Mayor - 1310		27,243	0	27,243	
City Manager - 1320		930,413	0	930,413	
City Clerk - 1330		186,664	0	186,664	
Elections - 1400		5,000	0	5,000	
Finance - 1510		755,842	0	755,842	
Law - 1530		320,000	0	320,000	
HR - 1540		375,888	0	375,888	
IT - 1565		446,834	0	446,834	
Court - 2650		282,619	0	282,619	
Police - 3210		3,656,462	147,314	3,803,776	
Fire - 3510		3,743,476	0	3,743,476	
Highway & Streets - 4210		1,464,525	0	1,464,525	
Recreation - 6120		737,436	0	737,436	
Parks & Grounds - 6220		1,292,114	0	1,292,114	
Planning/Zoning - 7400		113,950	0	113,950	

CITY OF HAPEVILLE
FY2020-2021 PROPOSED BUDGET AMENDMENT - GENERAL FUND ONLY
as of September 28, 2020 Report Date

		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
Code Enforcement - 7450		170,056	0	170,056	
Economic Dev - 7520		526,468	0	526,468	
Main Street - 7550		39,600	0	39,600	
Other Financing Sources - 9100		244,535	0	244,535	
TOTAL EXPENDITURES 100 - GENERAL FUND		15,363,311	147,314	15,510,625	
REVENUES OVER/(UNDER) EXPENDITURES		0	0	0	

CITY OF HAPEVILLE
FY2020-2021 PROPOSED BUDGET AMENDMENT - GENERAL FUND ONLY
as of September 28, 2020 Report Date

		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
<u>DETAIL - 100-GENERAL FUND</u>					
REVENUES					
TAXES					
100-0-0000-311100	Real Property-Current Year	4,750,000	(30,501)	4,719,499	96% of Digest
100-0-0000-311110	Special Tax Distr-Real - CY	102,000	0	102,000	
100-0-0000-311150	Public Utilities - CY	625,000	0	625,000	
100-0-0000-311200	Real Property -Prior Year	100,000	0	100,000	
100-0-0000-311300	Personal Property-Current Yr	1,425,000	(94,061)	1,330,939	96% of Digest
100-0-0000-311310	Motor Vehicle	150,000	0	150,000	
100-0-0000-311400	Personal Property-Prior Yr	5,000	0	5,000	
100-0-0000-311600	Real Estate Intangible Tax	60,000	0	60,000	
100-0-0000-311710	Franchise Tax-Georgia Power	540,000	0	540,000	
100-0-0000-311730	Franchise Tax-Atlanta Gas Li	30,000	0	30,000	
100-0-0000-311750	Franchise Tax-Television Cab	50,000	0	50,000	
100-0-0000-311760	Franchise Tax-Bell South	25,000	0	25,000	
100-0-0000-311790	Franchise Tax-Other	20,000	0	20,000	
100-0-0000-313100	Local Option Sales & Use	1,575,000	175,000	1,750,000	Projected Increase
100-0-0000-313910	Real Estate Transfer Tax	50,000	0	50,000	
100-0-0000-313920	Railroad Tax	2,500	0	2,500	
100-0-0000-314200	Alcoholic Beverage Excise	125,000	0	125,000	
100-0-0000-314300	Local Option Mixed Drink	40,000	0	40,000	
100-0-0000-316100	Occupational Tax Fee	350,000	0	350,000	
100-0-0000-316200	Insurance Premium Taxes	470,000	0	470,000	
100-0-0000-319100	Property Tax Penalties & Int	25,000	0	25,000	
100-0-0000-319500	Fi Fe	2,000	0	2,000	
100-0-0000-319600	GTS Fees	2,000	0	2,000	
TOTAL TAXES		10,523,500	50,438	10,573,938	

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LICENSES AND PERMITS					
100-0-0000-321100	Alcoholic Beverage License F	100,000	0	100,000	
100-0-0000-321140	Alcohol Server ID Cards	10,000	0	10,000	
100-0-0000-322900	Building Permits	300,000	0	300,000	
100-0-0000-323200	Notary Fees	60	0	60	
TOTAL LICENSES AND PERMITS		410,060	0	410,060	
INTERGOVERNMENTAL REV					
100-0-0000-331105	Fire Grant/Safety Equipment	5,000	0	5,000	
TOTAL INTERGOVERNMENTAL REV		5,000	0	5,000	
CHARGES FOR SERVICES					
100-0-0000-341100	Court Costs	200	0	200	
100-0-0000-341110	Technology Fee - Court	35,000	0	35,000	
100-0-0000-341120	Probation Fees/Fines	120,000	0	120,000	
100-0-0000-341190	Other Charges for Services	1,500	0	1,500	
100-0-0000-341191	Return Check Fees	100	0	100	
100-0-0000-341300	Planning & Dev Fees & Charge	15,000	0	15,000	
100-0-0000-341920	Convenience Fees	13,000	0	13,000	
100-0-0000-341930	Wrecker Fees	5,000	0	5,000	
100-0-0000-341935	Booting Permits	300	0	300	
100-0-0000-342120	Accident Reports	2,500	0	2,500	
100-0-0000-342125	VIN Check Fees	600	0	600	
100-0-0000-342310	Fingerprinting Fee	4,000	0	4,000	
100-0-0000-342600	Ambulance Fees	110,000	0	110,000	
100-0-0000-342670	Fire Dept Fees	800	0	800	
100-0-0000-342680	Fire Dept Permits	200	0	200	
100-0-0000-342900	Criminal History	4,000	0	4,000	
100-0-0000-347200	Rec Activity Fee	250	0	250	

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100-0-0000-347500	Rec Rental & Miscellaneous	2,500	0	2,500	
100-0-0000-347502	Rec Cheerleading/Dance	1,500	0	1,500	
100-0-0000-347503	Rec Football	8,000	0	8,000	
100-0-0000-347504	Rec Basketball	4,500	0	4,500	
100-0-0000-347505	Rec Tournaments	750	0	750	
100-0-0000-347506	Rec Baseball/Girl's Softball	7,500	0	7,500	
100-0-0000-347507	Rec. Adult Softball	1,000	0	1,000	
100-0-0000-347508	Rec Children's Programs	7,500	0	7,500	
TOTAL CHARGES FOR SERVICES		345,700	0	345,700	
FINES AND FORFEITURES					
100-0-0000-351100	Court Fines	300,000	0	300,000	
100-0-0000-351150	Code Enforcement Liens/Fines	1,500	0	1,500	
TOTAL FINES AND FORFEITURES		301,500	0	301,500	
INVESTMENT INCOME					
100-0-0000-361100	Interest Revenues	6,000	0	6,000	
TOTAL INVESTMENT INCOME		6,000	0	6,000	
CONTRIBUTIONS					
100-0-0000-371400	Contributions & Donations	500	0	500	
100-0-0000-375000	Festival Contributions & Fee	4,000	0	4,000	
TOTAL CONTRIBUTIONS		4,500	0	4,500	
MISC REVENUE					
100-0-0000-381001	Facilities Rental Fees	3,500	0	3,500	
100-0-0000-381100	Cell Phone Tower Lease	55,000	0	55,000	
100-0-0000-381110	Misc Revenue	8,000	0	8,000	
100-0-0000-381150	Insurance Reimbursements	10,000	0	10,000	

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100-0-0000-381160	CARES Act Funding	0	272,000	272,000	
100-0-0000-381200	Other Reimbursements	10,000	0	10,000	
100-0-0000-381300	Gas South Fees	1,000	0	1,000	
TOTAL MISC REVENUE		87,500	272,000	359,500	
OTHER FINANCING SOURCES					
100-0-0000-393200	Proceeds from Loans	620,000	151,454	771,454	
100-0-0000-395250	Carryover	2,482,490	(326,578)	2,155,912	
100-0-0000-395300	Transfer from Hotel/Motel F	577,061	0	577,061	
TOTAL OTHER FINANCING SOURCES		3,679,551	(175,124)	3,504,427	
TOTAL REVENUES		15,363,311	147,314	15,510,625	

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EXPENDITURES - 100-GENERAL FUND					
COUNCIL					
PERSONNEL SERVICES					
100-5-1110-511200	Part-time Employees	31,200	0	31,200	
100-5-1110-512200	Social Security FICA Contrib	1,934	0	1,934	
100-5-1110-512300	Medicare	452	0	452	
TOTAL PERSONNEL SERVICES		33,586	0	33,586	
CONTRACTED SERVICES					
100-5-1110-522050	Meeting expenses	2,000	0	2,000	
100-5-1110-523500	Travel	3,500	0	3,500	
100-5-1110-523700	Education & Training	4,500	0	4,500	
TOTAL CONTRACTED SERVICES		10,000	0	10,000	
SUPPLIES & MINOR EQPT					
100-5-1110-531100	Supplies	600	0	600	
TOTAL SUPPLIES & MINOR EQPT		600	0	600	
TOTAL COUNCIL		44,186	0	44,186	

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MAYOR					
PERSONNEL SERVICES					
100-5-1310-511200	Part-time Employees	8,400	0	8,400	
100-5-1310-512200	Social Security FICA Contrib	521	0	521	
100-5-1310-512300	Medicare	122	0	122	
TOTAL PERSONNEL SERVICES		9,043	0	9,043	
CONTRACTED SERVICES					
100-5-1310-523500	Travel	1,500	0	1,500	
100-5-1310-523700	Education & Training	6,000	0	6,000	
TOTAL CONTRACTED SERVICES		7,500	0	7,500	
SUPPLIES & MINOR EQPT					
100-5-1310-531100	Supplies	10,700	0	10,700	
TOTAL SUPPLIES & MINOR EQPT		10,700	0	10,700	
TOTAL MAYOR		27,243	0	27,243	

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CITY MANAGER					
PERSONNEL SERVICES					
100-5-1320-511100	Regular Employees	100,006	0	100,006	
100-5-1320-512100	Group Insurance	9,792	0	9,792	
100-5-1320-512200	Social Security - FICA	6,200	0	6,200	
100-5-1320-512300	Medicare	1,450	0	1,450	
100-5-1320-512500	Money Purchase Pension	12,501	0	12,501	
100-5-1320-512700	Worker's Compensation	1,355	0	1,355	
100-5-1320-512740	Auto Allowance	4,800	0	4,800	
TOTAL PERSONNEL SERVICES		136,104	0	136,104	
CONTRACTED SERVICES					
100-5-1320-523110	Insurance - Liability	285,000	0	285,000	
100-5-1320-523115	Insurance - Worker's Comp	125,000	0	125,000	
100-5-1320-523200	Communications	750	0	750	
100-5-1320-523300	Advertising	2,000	0	2,000	
100-5-1320-523500	Travel	2,000	0	2,000	
100-5-1320-523600	Dues & Fees	1,500	0	1,500	
100-5-1320-523700	Education & Training	3,000	0	3,000	
TOTAL CONTRACTED SERVICES		419,250	0	419,250	
SUPPLIES & MINOR EQPT					
100-5-1320-531100	Supplies	600	0	600	
100-5-1320-531300	Operating Lease	1,500	0	1,500	
TOTAL SUPPLIES & MINOR EQPT		2,100	0	2,100	

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DEBT SERVICE					
100-5-1320-580009	Trf to Dev Auth - 2019A Bond	372,959	0	372,959	
TOTAL DEBT SERVICE		372,959	0	372,959	
TOTAL CITY MANAGER		930,413	0	930,413	

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CITY CLERK					
PERSONNEL SERVICES					
100-5-1330-511100	Regular Employees	104,395	0	104,395	
100-5-1330-512100	Group Insurance	19,585	0	19,585	
100-5-1330-512200	Social Security FICA Contrib	6,602	0	6,602	
100-5-1330-512300	Medicare	1,544	0	1,544	
100-5-1330-512400	Retirement Contribution	12,024	0	12,024	
100-5-1330-512700	Worker's Compensation	1,414	0	1,414	
TOTAL PERSONNEL SERVICES		145,564	0	145,564	
CONTRACTED SERVICES					
100-5-1330-521200	Professional	1,000	0	1,000	
100-5-1330-523200	Communications	850	0	850	
100-5-1330-523300	Advertising	1,500	0	1,500	
100-5-1330-523400	Printing & Binding	14,000	0	14,000	
100-5-1330-523500	Travel	1,500	0	1,500	
100-5-1330-523600	Dues & Fees	250	0	250	
100-5-1330-523700	Education & Training	1,500	0	1,500	
TOTAL CONTRACTED SERVICES		20,600	0	20,600	
SUPPLIES & MINOR EQPT					
100-5-1330-531100	Supplies	2,500	0	2,500	
100-5-1330-531300	Operating Lease	2,500	0	2,500	
TOTAL SUPPLIES & MINOR EQPT		5,000	0	5,000	
CAPITAL OUTLAYS > \$5,000					
100-5-1330-542410	Technology	15,500	0	15,500	

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TOTAL CAPITAL OUTLAYS > \$5000		15,500	0	15,500	
TOTAL CITY CLERK		186,664	0	186,664	

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ELECTIONS					
CONTRACTED SERVICES					
100-5-1400-523300	Advertising	2,500	0	2,500	
100-5-1400-523850	Contract Labor	2,500	0	2,500	
TOTAL CONTRACTED SERVICES		5,000	0	5,000	
TOTAL ELECTIONS		5,000	0	5,000	

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FINANCIAL ADMINISTRATION					
PERSONNEL SERVICES					
100-5-1510-511100	Regular Employees	339,917	0	339,917	
100-5-1510-511300	Overtime	10,000	0	10,000	
100-5-1510-512100	Group Insurance	58,754	0	58,754	
100-5-1510-512200	Social Security FICA Contrib	22,116	0	22,116	
100-5-1510-512300	Medicare	5,172	0	5,172	
100-5-1510-512400	Retirement Contribution	40,279	0	40,279	
100-5-1510-512700	Worker's Compensation	4,604	0	4,604	
TOTAL PERSONNEL SERVICES		480,842	0	480,842	
CONTRACTED SERVICES					
100-5-1510-521100	Contract Services	10,000	0	10,000	
100-5-1510-521200	Professional Services	115,000	0	115,000	
100-5-1510-521203	W/C - Professional Svcs	6,000	0	6,000	
100-5-1510-521205	Bank Charges	45,000	0	45,000	
100-5-1510-522200	Repairs & Maintenance	500	0	500	
100-5-1510-523200	Communications	10,000	0	10,000	
100-5-1510-523300	Advertising	5,000	0	5,000	
100-5-1510-523500	Travel	1,200	0	1,200	
100-5-1510-523600	Dues & Fees	20,000	0	20,000	
100-5-1510-523700	Education & Training	6,500	0	6,500	
TOTAL CONTRACTED SERVICES		219,200	0	219,200	
SUPPLIES & MINOR EQPT					
100-5-1510-531100	Supplies	15,000	0	15,000	

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100-5-1510-531220	Natural Gas	2,000	0	2,000	
100-5-1510-531230	Electricity	15,000	0	15,000	
100-5-1510-531300	Operating Lease	10,000	0	10,000	
100-5-1510-531400	Books & Periodicals	1,000	0	1,000	
100-5-1510-531600	Small Equipment<5000	2,000	0	2,000	
TOTAL SUPPLIES & MINOR EQPT		45,000	0	45,000	
CAPITAL OUTLAYS > \$5,000					
100-5-1510-542525	Equipment lease	10,800	0	10,800	
TOTAL CAPITAL OUTLAYS > \$5000		10,800	0	10,800	
TOTAL FINANCIAL ADMINISTRATION		755,842	0	755,842	

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LAW					
CONTRACTED SERVICES					
100-5-1530-521200	Professional - City Attorney	200,000	0	200,000	
100-5-1530-521500	Other Professional Svcs	120,000	0	120,000	
TOTAL CONTRACTED SERVICES		320,000	0	320,000	
TOTAL LAW		320,000	0	320,000	

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HUMAN RESOURCES					
PERSONNEL SERVICES					
100-5-1540-511100	Regular Employees	66,997	0	66,997	
100-5-1540-512100	Group Insurance	9,792	0	9,792	
100-5-1540-512150	Group Insurance - Retirees	160,000	0	160,000	
100-5-1540-512160	Medicare Reim/Stipends - Ret	105,000	0	105,000	
100-5-1540-512200	Social Security FICA Contrib	4,423	0	4,423	
100-5-1540-512300	Medicare	1,034	0	1,034	
100-5-1540-512400	Retirement Contribution	8,055	0	8,055	
100-5-1540-512700	Worker's Compensation	907	0	907	
TOTAL PERSONNEL SERVICES		356,208	0	356,208	
CONTRACTED SERVICES					
100-5-1540-521200	Professional	2,000	0	2,000	
100-5-1540-522200	Repairs & Maintenance	1,000	0	1,000	
100-5-1540-523200	Communications	850	0	850	
100-5-1540-523210	Information Technology	500	0	500	
100-5-1540-523300	Advertising	200	0	200	
100-5-1540-523400	Printing & Binding	500	0	500	
100-5-1540-523500	Travel	1,000	0	1,000	
100-5-1540-523600	Dues & Fees	900	0	900	
100-5-1540-523700	Education & Training	1,000	0	1,000	
TOTAL CONTRACTED SERVICES		7,950	0	7,950	
SUPPLIES & MINOR EQPT					
100-5-1540-531100	Supplies	3,000	0	3,000	
100-5-1540-531300	Operating Lease	2,530	0	2,530	

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100-5-1540-531400	Books & Periodicals	200	0	200	
100-5-1540-531600	Small Equipment<5000	1,000	0	1,000	
TOTAL SUPPLIES & MINOR EQPT		6,730	0	6,730	
CAPITAL OUTLAYS > \$5,000					
100-5-1540-542410	Technology	5,000	0	5,000	
TOTAL CAPITAL OUTLAYS > \$5000		5,000	0	5,000	
TOTAL HUMAN RESOURCES		375,888	0	375,888	

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INFORMATION TECHNOLOGY					
CONTRACTED SERVICES					
100-5-1565-521100	Contract Services	169,000	0	169,000	
100-5-1565-523200	Communications	100,000	0	100,000	
100-5-1565-523210	Information Technology	6,000	0	6,000	
TOTAL CONTRACTED SERVICES		275,000	0	275,000	
CAPITAL OUTLAYS > \$5,000					
100-5-1565-542400	Computers	30,000	0	30,000	
100-5-1565-542410	Technology	15,000	0	15,000	
100-5-1565-543200	Equipment lease	126,834	0	126,834	
TOTAL CAPITAL OUTLAYS > \$5000		171,834	0	171,834	
TOTAL INFORMATION TECHNOLOGY		446,834	0	446,834	

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MUNICIPAL COURT					
PERSONNEL SERVICES					
100-5-2650-511100	Regular Employees	74,360	0	74,360	
100-5-2650-511300	Overtime	3,000	0	3,000	
100-5-2650-511325	Incentive Wages	2,000	0	2,000	
100-5-2650-512100	Group Insurance	19,585	0	19,585	
100-5-2650-512200	Social Security FICA Contrib	4,703	0	4,703	
100-5-2650-512300	Medicare	1,100	0	1,100	
100-5-2650-512400	Retirement Contribution	8,564	0	8,564	
100-5-2650-512700	Worker's Compensation	1,007	0	1,007	
TOTAL PERSONNEL SERVICES		114,319	0	114,319	
CONTRACTED SERVICES					
100-5-2650-521200	Professional	62,000	0	62,000	
100-5-2650-523210	Information Technology	15,000	0	15,000	
100-5-2650-523400	Printing & Binding	500	0	500	
100-5-2650-523500	Travel	1,200	0	1,200	
100-5-2650-523600	Dues & Fees	800	0	800	
100-5-2650-523700	Education & Training	500	0	500	
TOTAL CONTRACTED SERVICES		80,000	0	80,000	
SUPPLIES & MINOR EQPT					
100-5-2650-531100	Supplies	500	0	500	
100-5-2650-531600	Small Equipment<5000	800	0	800	
TOTAL SUPPLIES & MINOR EQPT		1,300	0	1,300	
OTHER COSTS (NOC)					

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100-5-2650-572800	Other Costs (NOC)	87,000	0	87,000	
TOTAL OTHER COSTS (NOC)		87,000	0	87,000	
TOTAL MUNICIPAL COURT		282,619	0	282,619	

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POLICE ADMINISTRATION					
PERSONNEL SERVICES					
100-5-3210-511100	Regular Employees	2,164,250	0	2,164,250	
100-5-3210-511110	Dispatch Salaries	(244,535)	0	(244,535)	
100-5-3210-511200	Part-time employees	161,200	0	161,200	
100-5-3210-511300	Overtime	60,000	0	60,000	
100-5-3210-511325	Incentive Wages	10,000	0	10,000	
100-5-3210-512100	Group Insurance	411,277	0	411,277	
100-5-3210-512200	Social Security FICA Contrib	53,045	0	53,045	
100-5-3210-512300	Medicare	35,234	0	35,234	
100-5-3210-512400	Retirement Contribution	256,178	0	256,178	
100-5-3210-512700	Worker's Compensation	29,313	0	29,313	
TOTAL PERSONNEL SERVICES		2,935,962	0	2,935,962	
CONTRACTED SERVICES					
100-5-3210-521200	Professional	10,000	0	10,000	
100-5-3210-522200	Repairs & Maintenance	70,000	0	70,000	
100-5-3210-522310	Fingerprinting Expense	2,500	0	2,500	
100-5-3210-523200	Communications	60,000	0	60,000	
100-5-3210-523210	Information Technology	70,000	0	70,000	
100-5-3210-523300	Advertising	300	0	300	
100-5-3210-523400	Printing & Binding	1,200	0	1,200	
100-5-3210-523500	Travel	1,200	0	1,200	
100-5-3210-523600	Dues & Fees	2,000	0	2,000	
100-5-3210-523700	Education & Training	5,000	0	5,000	
100-5-3210-523900	Prisoner Housing	50,000	0	50,000	
TOTAL CONTRACTED SERVICES		272,200	0	272,200	

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SUPPLIES & MINOR EQPT					
100-5-3210-531100	Supplies	18,000	0	18,000	
100-5-3210-531220	Natural Gas	2,500	0	2,500	
100-5-3210-531230	Electricity	12,000	0	12,000	
100-5-3210-531270	Gasoline/Diesel	80,000	0	80,000	
100-5-3210-531300	Operating Leases	13,000	0	13,000	
100-5-3210-531400	Books & Periodicals	800	0	800	
100-5-3210-531600	Small Equipment<5000	5,000	0	5,000	
100-5-3210-531700	Other Supplies-Uniforms	20,000	0	20,000	
TOTAL SUPPLIES & MINOR EQPT		151,300	0	151,300	
CAPITAL OUTLAYS > \$5,000					
100-5-3210-542200	Vehicles	35,000	147,314	182,314	Added Remaining Amount for Durangos
100-5-3210-542500	Equipment	68,000	0	68,000	Includes Body Cameras
TOTAL CAPITAL OUTLAYS > \$5000		103,000	147,314	250,314	
DEBT SERVICE					
100-5-3210-580400	Transfers to Debt Service Fu	90,000	0	90,000	
100-5-3210-580402	Principal Phase 2 Lease	28,000	0	28,000	
100-5-3210-580419	P & I - Regions 2019	76,000	0	76,000	
TOTAL DEBT SERVICE		194,000	0	194,000	
TOTAL POLICE ADMINISTRATION		3,656,462	147,314	3,803,776	

CITY OF HAPEVILLE
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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
FIRE ADMINISTRATION					
PERSONNEL SERVICES					
100-5-3510-511100	Regular Employees	1,985,242	0	1,985,242	
100-5-3510-511300	Overtime	50,000	0	50,000	
100-5-3510-512100	Group Insurance	342,731	0	342,731	
100-5-3510-512200	Social Security FICA Contrib	2,734	0	2,734	
100-5-3510-512300	Medicare	30,087	0	30,087	
100-5-3510-512400	Retirement Contribution	234,293	0	234,293	
100-5-3510-512700	Worker's Compensation	26,889	0	26,889	
TOTAL PERSONNEL SERVICES		2,671,976	0	2,671,976	
CONTRACTED SERVICES					
100-5-3510-521210	Licenses	32,000	0	32,000	
100-5-3510-522200	Repairs & Maintenance	60,000	0	60,000	
100-5-3510-523200	Communications	7,500	0	7,500	
100-5-3510-523500	Travel	3,000	0	3,000	
100-5-3510-523600	Dues & Fees	2,000	0	2,000	
100-5-3510-523700	Education & Training	20,000	0	20,000	
100-5-3510-523850	Community Risk Reduction	10,000	0	10,000	
TOTAL CONTRACTED SERVICES		134,500	0	134,500	
SUPPLIES & MINOR EQPT					
100-5-3510-531100	Supplies	8,000	0	8,000	
100-5-3510-531220	Natural Gas	7,000	0	7,000	
100-5-3510-531230	Electricity	20,000	0	20,000	
100-5-3510-531270	Gasoline/Diesel	15,000	0	15,000	

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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
100-5-3510-531300	Operating Lease	8,000	0	8,000	
100-5-3510-531400	Books & Periodicals	2,000	0	2,000	
100-5-3510-531600	Small Equipment<5000	2,000	0	2,000	
100-5-3510-531700	Uniform Supplies	24,000	0	24,000	
100-5-3510-531710	EMS	60,000	0	60,000	
TOTAL SUPPLIES & MINOR EQPT		146,000	0	146,000	
CAPITAL OUTLAYS > \$5,000					
100-5-3510-542200	Vehicles	590,000	0	590,000	Includes Fire Truck and Ford Explorer
100-5-3510-542300	Furniture & Fixtures	5,000	0	5,000	
100-5-3510-542400	Computers	10,000	0	10,000	
100-5-3510-542500	Equipment	63,000	0	63,000	
TOTAL CAPITAL OUTLAYS > \$5000		668,000	0	668,000	
DEBT SERVICE					
100-5-3510-580401	Principal Phase 1 Lease	21,000	0	21,000	
100-5-3510-580402	P&I Phase 2 Lease	60,000	0	60,000	
100-5-3510-580403	Principal Fire Truck	42,000	0	42,000	
TOTAL DEBT SERVICE		123,000	0	123,000	
TOTAL FIRE ADMINISTRATION		3,743,476	0	3,743,476	

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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
HIGHWAY AND STREETS ADMIN					
PERSONNEL SERVICES					
100-5-4210-511100	Regular Employees	397,802	0	397,802	
100-5-4210-511300	Overtime	10,000	0	10,000	
100-5-4210-512100	Group Insurance	88,131	0	88,131	
100-5-4210-512200	Social Security FICA Contrib	25,777	0	25,777	
100-5-4210-512300	Medicare	6,028	0	6,028	
100-5-4210-512400	Retirement Contribution	46,945	0	46,945	
100-5-4210-512700	Worker's Compensation	5,388	0	5,388	
TOTAL PERSONNEL SERVICES		580,071	0	580,071	
CONTRACTED SERVICES					
100-5-4210-521200	Professional	500	0	500	
100-5-4210-522200	Repairs & Maintenance	79,500	0	79,500	
100-5-4210-523700	Education & Training	350	0	350	
TOTAL CONTRACTED SERVICES		80,350	0	80,350	
SUPPLIES & MINOR EQPT					
100-5-4210-531100	Supplies	60,000	0	60,000	
100-5-4210-531230	Electricity	200,000	0	200,000	
100-5-4210-531270	Gasoline/Diesel	10,000	0	10,000	
TOTAL SUPPLIES & MINOR EQPT		270,000	0	270,000	
CAPITAL OUTLAYS > \$5,000					
100-5-4210-541200	Site Improvements	30,000	0	30,000	

CITY OF HAPEVILLE
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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
100-5-4210-542200	Vehicles	31,000	0	31,000	
TOTAL CAPITAL OUTLAYS > \$5000		61,000	0	61,000	
DEBT SERVICE					
100-5-4210-580009	Trf to Dev Auth - 2019A	396,502	0	396,502	
100-5-4210-580405	Trf to Dev Auth - 2014 Bds	76,602	0	76,602	
TOTAL DEBT SERVICE		473,104	0	473,104	
TOTAL HIGHWAY AND STREETS ADMIN		1,464,525	0	1,464,525	
PARTICIPANT RECREATION					
PERSONNEL SERVICES					
100-5-6120-511100	Regular Employees	247,710	0	247,710	
100-5-6120-511200	Part Time Employees	93,440	0	93,440	
100-5-6120-511300	Overtime	7,500	0	7,500	
100-5-6120-512100	Group Insurance	58,754	0	58,754	
100-5-6120-512200	Social Security FICA Contrib	22,039	0	22,039	
100-5-6120-512300	Medicare	5,154	0	5,154	
100-5-6120-512400	Retirement Contribution	29,588	0	29,588	
100-5-6120-512700	Worker's Compensation	3,351	0	3,351	
TOTAL PERSONNEL SERVICES		467,536	0	467,536	
CONTRACTED SERVICES					
100-5-6120-521301	Technical - Baseball	7,500	0	7,500	
100-5-6120-521302	Technical - Basketball	7,000	0	7,000	
100-5-6120-521303	Technical - Football	8,000	0	8,000	
100-5-6120-521304	Technical -Girl's Softball	2,400	0	2,400	

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100-5-6120-521305	Technical - Tournments	1,500	0	1,500	
100-5-6120-521306	Technical - Adult Softball	5,000	0	5,000	
100-5-6120-521307	Technical - Soccer	2,000	0	2,000	
100-5-6120-522000	Festivals/Events	50,000		50,000	Includes 11K - Theatre related
100-5-6120-522200	Repairs & Maintenance	2,000	0	2,000	
100-5-6120-523200	Communications	2,000	0	2,000	
100-5-6120-523300	Advertising	250	0	250	
100-5-6120-523400	Printing & Binding	200	0	200	
100-5-6120-523500	Travel	1,000	0	1,000	
100-5-6120-523600	Dues & Fees	3,000	0	3,000	
100-5-6120-523700	Education & Training	3,000	0	3,000	
100-5-6120-523850	Contract Labor	10,000	0	10,000	
100-5-6120-523900	Other - Seniors	5,000	0	5,000	
TOTAL CONTRACTED SERVICES		109,850	0	109,850	
SUPPLIES & MINOR EQPT					
100-5-6120-531100	Supplies	10,000	0	10,000	
100-5-6120-531101	Supplies-Baseball/Girls Soft	9,000	0	9,000	
100-5-6120-531102	Supplies - Basketball	6,500	0	6,500	
100-5-6120-531103	Supplies - Football	13,000	0	13,000	
100-5-6120-531104	Supplies - Adult Softball	1,500	0	1,500	
100-5-6120-531105	Supplies - Tournaments	1,500	0	1,500	
100-5-6120-531106	Supplies - Senior Citizens	1,500	0	1,500	
100-5-6120-531107	Supplies - Soccer	2,000	0	2,000	
100-5-6120-531108	Supplies - Children's Progra	7,500	0	7,500	
100-5-6120-531109	Supplies-Cheerleading/Dance	2,500	0	2,500	
100-5-6120-531110	Equip Exp - Coach's Reimb Fu	2,500	0	2,500	
100-5-6120-531111	Supplies-Special Programs	10,000	0	10,000	
100-5-6120-531220	Natural Gas	10,000	0	10,000	
100-5-6120-531230	Electricity	25,000	0	25,000	
100-5-6120-531270	Gasoline/Diesel	3,500	0	3,500	

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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
100-5-6120-531300	Operating Lease	4,400	0	4,400	
100-5-6120-531590	Other	10,100	0	10,100	
100-5-6120-531600	Small Equipment<5000	16,000	0	16,000	
100-5-6120-531700	Other Supplies	8,550	0	8,550	
TOTAL SUPPLIES & MINOR EQPT		145,050	0	145,050	
CAPITAL OUTLAYS > \$5,000					
100-5-6120-542300	Furniture & Fixtures	2,000	0	2,000	
100-5-6120-542400	Computers	3,000	0	3,000	
TOTAL CAPITAL OUTLAYS > \$5000		5,000	0	5,000	
DEBT SERVICE					
100-5-6120-580401	P&I Phase 2 Lease	10,000	0	10,000	
TOTAL DEBT SERVICE		10,000	0	10,000	
TOTAL PARTICIPANT RECREATION		737,436	0	737,436	

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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
PARK AREAS & GROUNDS					
PERSONNEL SERVICES					
100-5-6220-511100	Regular Employees	360,693	0	360,693	
100-5-6220-511300	Overtime	16,000	0	16,000	
100-5-6220-512100	Group Insurance	117,508	0	117,508	
100-5-6220-512200	Social Security FICA Contrib	23,740	0	23,740	
100-5-6220-512300	Medicare	5,552	0	5,552	
100-5-6220-512400	Retirement Contribution	43,236	0	43,236	
100-5-6220-512700	Worker's Compensation	4,885	0	4,885	
TOTAL PERSONNEL SERVICES		571,614	0	571,614	
CONTRACTED SERVICES					
100-5-6220-522200	Repairs & Maintenance	160,000	0	160,000	
100-5-6220-523600	Dues & Fees	2,500	0	2,500	
100-5-6220-523800	Technical Inspections	250,000	0	250,000	
100-5-6220-523850	Contract Labor	8,000	0	8,000	
TOTAL CONTRACTED SERVICES		420,500	0	420,500	
SUPPLIES & MINOR EQPT					
100-5-6220-531100	Supplies	80,000	0	80,000	
100-5-6220-531220	Natural Gas	5,000	0	5,000	
100-5-6220-531230	Electricity	14,000	0	14,000	
100-5-6220-531270	Gasoline/Diesel	14,000	0	14,000	
100-5-6220-531300	Operating Lease	7,000	0	7,000	
TOTAL SUPPLIES & MINOR EQPT		120,000	0	120,000	

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CAPITAL OUTLAYS > \$5,000					
100-5-6220-541200	Site Improvements	150,000	0	150,000	
100-5-6220-542500	Equipment	30,000	0	30,000	
TOTAL CAPITAL OUTLAYS > \$5000		180,000	0	180,000	
TOTAL PARK AREAS & GROUNDS		1,292,114	0	1,292,114	

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		2020-2021 Approved Budget	Requested Budget Amendment	2020-2021 Proposed Amended Budget	Comments
PLANNING & ZONING					
CONTRACTED SERVICES					
100-5-7400-521200	Professional	90,000	0	90,000	
100-5-7400-521201	Planning/Zoning Board	5,000	0	5,000	
100-5-7400-521202	Appeals Board	2,500	0	2,500	
100-5-7400-521300	Technical	10,000	0	10,000	
100-5-7400-523210	Information Technology	500	0	500	
100-5-7400-523300	Advertising	1,000	0	1,000	
100-5-7400-523600	Dues & Fees	250	0	250	
100-5-7400-523700	Education & Training	1,000	0	1,000	
100-5-7400-523900	OTHER	100	0	100	
TOTAL CONTRACTED SERVICES		110,350	0	110,350	
SUPPLIES & MINOR EQPT					
100-5-7400-531100	Supplies	500	0	500	
100-5-7400-531400	Books & Periodicals	100	0	100	
TOTAL SUPPLIES & MINOR EQPT		600	0	600	
CAPITAL OUTLAYS > \$5,000					
100-5-7400-542410	Technology	3,000	0	3,000	
TOTAL CAPITAL OUTLAYS > \$5000		3,000	0	3,000	
TOTAL PLANNING & ZONING		113,950	0	113,950	

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CODE ENFORCEMENT					
PERSONNEL SERVICES					
100-5-7450-511100	Regular Employees	84,032	0	84,032	
100-5-7450-511300	Overtime	1,500	0	1,500	
100-5-7450-511325	Incentive Wages	2,000	0	2,000	
100-5-7450-512100	Group Insurance	19,585	0	19,585	
100-5-7450-512200	Social Security FICA Contrib	5,787	0	5,787	
100-5-7450-512300	Medicare	1,353	0	1,353	
100-5-7450-512400	Retirement Contribution	9,861	0	9,861	
100-5-7450-512700	Worker's Compensation	1,138	0	1,138	
TOTAL PERSONNEL SERVICES		125,256	0	125,256	
CONTRACTED SERVICES					
100-5-7450-521200	Professional	30,000	0	30,000	
100-5-7450-521300	Technical	3,000	0	3,000	
100-5-7450-522200	Repairs & Maintenance	3,000	0	3,000	
100-5-7450-523200	Communications	500	0	500	
100-5-7450-523210	Information Technology	1,000	0	1,000	
100-5-7450-523600	Dues & Fees	1,000	0	1,000	
100-5-7450-523700	Education & Training	500	0	500	
TOTAL CONTRACTED SERVICES		39,000	0	39,000	
SUPPLIES & MINOR EQPT					
100-5-7450-531100	Supplies	200	0	200	
100-5-7450-531270	Gasoline/Diesel	5,000	0	5,000	
100-5-7450-531700	Other Supplies	600	0	600	

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TOTAL SUPPLIES & MINOR EQPT		5,800	0	5,800	
TOTAL CODE ENFORCEMENT		170,056	0	170,056	

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ECONOMIC DEVELOPMENT					
PERSONNEL SERVICES					
100-5-7520-511100	Regular Employees	158,654	0	158,654	
100-5-7520-511300	Overtime	6,000	0	6,000	
100-5-7520-512100	Group Insurance	29,377	0	29,377	
100-5-7520-512200	Social Security FICA Contrib	10,405	0	10,405	
100-5-7520-512300	Medicare	2,433	0	2,433	
100-5-7520-512400	Retirement Contribution	18,950	0	18,950	
100-5-7520-512700	Worker's Compensation	2,149	0	2,149	
TOTAL PERSONNEL SERVICES		227,968	0	227,968	
CONTRACTED SERVICES					
100-5-7520-521200	Professional	90,000	0	90,000	
100-5-7520-521204	Consulting	60,000	0	60,000	
100-5-7520-522000	Festivals & Events	7,000	0	7,000	
100-5-7520-522125	Special Exhibits - South Art	15,000	0	15,000	
100-5-7520-522145	Special Promotions	5,000	0	5,000	
100-5-7520-522160	Special Events - Council	18,500	0	18,500	
100-5-7520-522200	Repairs & Maintenance	3,000	0	3,000	
100-5-7520-523200	Communications	2,500	0	2,500	
100-5-7520-523300	Advertising	15,000	0	15,000	
100-5-7520-523500	Travel	1,000	0	1,000	
100-5-7520-523600	Dues & Fees	1,000	0	1,000	
100-5-7520-523700	Education & Training	2,000	0	2,000	
100-5-7520-523850	Contract Labor	1,000	0	1,000	
TOTAL CONTRACTED SERVICES		221,000	0	221,000	

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SUPPLIES & MINOR EQPT					
100-5-7520-531100	Supplies	2,500	0	2,500	
100-5-7520-531200	Supplies - Christ Church	1,000	0	1,000	
100-5-7520-531230	Electricity	3,500	0	3,500	
100-5-7520-531270	Gasoline/Diesel	250	0	250	
100-5-7520-531300	Operating Lease	2,000	0	2,000	
100-5-7520-531600	Small Equipment<5000	2,500	0	2,500	
100-5-7520-531700	Other Supplies	500	0	500	
TOTAL SUPPLIES & MINOR EQPT		12,250	0	12,250	
CAPITAL OUTLAYS > \$5,000					
100-5-7520-541200	Site Improvements	50,000	0	50,000	
100-5-7520-542300	Furniture & Fixtures	250	0	250	
TOTAL CAPITAL OUTLAYS > \$5000		50,250	0	50,250	
OTHER COSTS (NOC)					
100-5-7520-575100	Hapeville Community Imp Dist	15,000	0	15,000	
TOTAL OTHER COSTS (NOC)		15,000	0	15,000	
TOTAL ECONOMIC DEVELOPMENT		526,468	0	526,468	

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MAIN STREET					
CONTRACTED SERVICES					
100-5-7550-522000	Festivals	20,000	0	20,000	
100-5-7550-523300	Advertising	4,000	0	4,000	
100-5-7550-523400	Printing & Binding	1,000	0	1,000	
100-5-7550-523500	Travel	5,000	0	5,000	
100-5-7550-523600	Dues & Fees	600	0	600	
100-5-7550-523700	Education & Training	1,000	0	1,000	
TOTAL CONTRACTED SERVICES		31,600	0	31,600	
SUPPLIES & MINOR EQPT					
100-5-7550-531100	Supplies	200	0	200	
100-5-7550-531700	Other Supplies	300	0	300	
TOTAL SUPPLIES & MINOR EQPT		500	0	500	
CAPITAL OUTLAYS > \$5,000					
100-5-7550-541200	Site Improvements	7,500	0	7,500	
TOTAL CAPITAL OUTLAYS > \$5000		7,500	0	7,500	
OTHER COSTS (NOC)					
TOTAL OTHER COSTS (NOC)		0	0	0	
TOTAL MAIN STREET		39,600	0	39,600	

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OTHER FINANCING USES					
OTHER FINANCING USES					
100-5-9100-611215	Transfer to E911	244,535	0	244,535	
TOTAL OTHER FINANCING USES		244,535	0	244,535	
TOTAL EXPENDITURES - 100 GENERAL FUND		15,363,311	147,314	15,510,625	
REVENUE OVER/(UNDER) EXPENDITURES		0	0	0	

DRAFT

1 **STATE OF GEORGIA**
2 **CITY OF HAPEVILLE**

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE TO AMEND CHAPTER 63 (“STORMWATER MANAGEMENT”),**
7 **ARTICLE 2 (“POSTDEVELOPMENT STORMWATER MANAGEMENT”) OF THE**
8 **CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR**
9 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
10 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**
11

12 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
13 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
14 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
15

16 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
17 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
18 the legislative body of the City; and,
19

20 **WHEREAS**, amendments to any of the provisions of the City’s Code may be made by
21 amending such provisions by specific reference to the section or article number of the City’s Code;
22 and,
23

24 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
25 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
26 remain effective until they have been repealed, modified or amended; and,
27

28 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
29 by ordinance; and,
30

31 **WHEREAS**, the governing authority of the City finds it desirable to amend the regulations
32 regarding post-construction stormwater management for new development and redevelopment.
33

34 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
35 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
36

37 **Section One.** Chapter 63 (Stormwater Management) of the City Code of Ordinances is
38 hereby amended by renaming Article 2 to “Post-Construction Stormwater Management for New
39 Development and Redevelopment” and by striking said Article in its entirety and replacing it with
40 the following language:
41

42 **ARTICLE 2. – POST-CONSTRUCTION STORMWATER MANAGEMENT FOR NEW**
43 **DEVELOPMENT AND REDEVELOPMENT**
44
45
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Section 63-2-1. Purpose and Intent.

The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City of Hapeville is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Section 63-2-2. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Administrator means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section 63-2-4.

Applicant means a person submitting a land development application for approval.

BMP or *best management practice* means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

BMP landscaping plan means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

Detention means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

Detention facility means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

Development means new development or redevelopment.

Extended detention means the storage of stormwater runoff for an extended period of time.

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92 *Extreme flood protection* means measures taken to prevent adverse impacts from large low-
93 frequency storm events with a return frequency of 100 years or more.

94
95 *Flooding* means a volume of surface water that exceeds the banks or walls of a BMP, or
96 channel; and overflows onto adjacent lands.

97
98 *GSMM* means the latest edition of the Georgia Stormwater Management Manual, Volume
99 2: Technical Handbook, and its Appendices.

100
101 *Hotspot* means a land use or activity on a site that has the potential to produce higher than
102 normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot
103 land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities
104 (both permitted under the Industrial Stormwater General Permit and others), material storage sites,
105 garbage transfer facilities, and commercial parking lots with high-intensity use.

106
107 *Impervious surface* means a surface composed of any material that significantly impedes
108 or prevents the natural infiltration of water into the soil.

109
110 *Industrial Stormwater General Permit* means the National Pollutant Discharge Elimination
111 System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for
112 stormwater discharges associated with industrial activity. The permit regulates pollutant levels
113 associated with industrial stormwater discharges or specifies on-site pollution control strategies
114 based on Standard Industrial Classification (SIC) Code.

115
116 *Infiltration* means the process of percolating stormwater runoff into the subsoil.

117
118 *Inspection and maintenance agreement* means a written agreement providing for the long-
119 term inspection, operation, and maintenance of the stormwater management system and its
120 components on a site.

121
122 *Land development application* means the application for a land development permit on a
123 form provided by City of Hapeville along with the supporting documentation required in Section
124 63-2-10(a).

125
126 *Land development permit* means the authorization necessary to begin construction-related,
127 land-disturbing activity

128
129 *Land disturbing activity* means any activity which may result in soil erosion from water or
130 wind and the movement of sediments into state water or onto lands within the state, including but
131 not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity
132 does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land
133 management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

134
135 *Linear transportation projects* means construction projects on traveled ways including but
136 not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

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MS4 Permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City of Hapeville's municipal separate storm sewer system.

New development means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Post-construction stormwater management means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

Post-development means the conditions anticipated to exist on site immediately after completion of the proposed development.

Practicability policy means the latest edition of the City's Policy on Practicability Analysis for Runoff Reduction.

Pre-development means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

Pre-development hydrology means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing

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development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

Previously developed site means a site that has been altered by paving, construction, and/or land disturbing activity.

Redevelopment means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

Routine maintenance means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Runoff means stormwater runoff.

Site means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

Stormwater concept plan means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

Stormwater management plan means a plan for post-construction stormwater management at the site that meets the requirements of Section 63-2-8(d) and is included as part of the land development application.

Stormwater management standards means those standards set forth in Section 63-2-7.

Stormwater management system means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater runoff means flow on the surface of the ground, resulting from precipitation.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

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Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the City of Hapeville's MS4 permit.

Section 63-2-3. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

(a) In implementing this Article, the City of Hapeville shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Hapeville's MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Section 63-2-4. Designation of Administrator.

The city manager or director of community service may from time to time appoint someone to administer and implement this Article.

Section 63-2-5. Applicability Criteria for Stormwater Management Standards.

This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

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(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;

(d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

(e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Section 63-2-6. Exemptions from Stormwater Management Standards.

This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;

(d) Repairs to any stormwater management system deemed necessary by the administrator;

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 63-2-5 (a) or (b);

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 63-2-5 (a) or (b);

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Linear transportation projects being constructed by City of Hapeville to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project.

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Section 63-2-7. Stormwater Management Standards.

Subject to the applicability criteria in Section 63-2-5 and exemptions in Section 63-2-6, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

- (i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
- (ii) Natural Drainage Divides and Patterns,
- (iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
- (iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
- (v) Predominant soils (including erodible soils and karst areas), and
- (vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

- (i) For development with a stormwater management plan submitted before December 10, 2020, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.
- (ii) For development with a stormwater management plan submitted on or after December 10, 2020, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

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(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section 63-2-5, the City of Hapeville may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Hapeville, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance

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agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 63-2-16.

Section 63-2-8. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Hapeville. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Hapeville when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site,

(ii) Vicinity map, and

(iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of 2-foot contours),

(B) Perennial and intermittent streams,

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(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

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- 503 (iv) Post-Development Hydrologic Analysis
- 504 (v) Stormwater Management System
- 505 (vi) Downstream Analysis
- 506 (vii) Erosion and Sedimentation Control Plan
- 507 (viii) BMP Landscaping Plan
- 508 (ix) Inspection and Maintenance Agreement
- 509 (x) Evidence of Acquisition of Applicable Local and Non-Local Permits
- 510 (xi) Determination of Infeasibility (if applicable)

511 (e) For redevelopment and to the extent existing stormwater management structures are
512 being used to meet stormwater management standards the following must also be included
513 in the stormwater management plan for existing stormwater management structures
514

- 515 (i) As-built Drawings
- 516 (ii) Hydrology Reports
- 517 (iii) Current inspection of existing stormwater management structures with
518 deficiencies noted
- 519 (iv) BMP Landscaping Plans

520

521 **Section 63-2-9. Application Fee.**

522

523 The fee for review of any land development application shall be based on the fee structure
524 established by the City of Hapeville, and payment shall be made before the issuance of any land
525 disturbance permit or building permit for the development.
526

527 **Section 63-2-10. Application Procedures.**

528

529 Land development applications are handled as part of the process to obtain the land
530 disturbance permit pursuant to Chapter 57 of the City Ordinances or building permit Chapter 93,
531 Article 24 of the City Ordinances, as applicable. Before any person begins development on a site,
532 the owner of the site shall first obtain approval in accordance with the following procedure:
533

534 (a) File a land development application with the City of Hapeville on the City of
535 Hapeville's form of application with the following supporting materials:

536

537 (i) the stormwater management plan prepared in accordance with Section 63-2-8
538 (d),

539 (ii) a certification that the development will be performed in accordance with the
540 stormwater management plan once approved,

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(iii) a Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy, and

(iv) an acknowledgement that applicant has reviewed the City of Hapeville's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

(b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.

(c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.

(d) If the application and supporting materials are approved, the City of Hapeville may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Section 63-2-11. Compliance with the Approved Stormwater Management Plan.

All development shall be:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

(b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section 63-2-12. Inspections to Ensure Plan Compliance During Construction.

Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Hapeville or conducted and certified by a professional engineer who has been approved by the City of Hapeville. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

(a) The date and location of the inspection;

(b) Whether the stormwater management system is in compliance with the approved stormwater management plan;

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(c) Variations from the approved stormwater management plan; and

(d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section 63-2-13. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement.

Upon completion of the development, the applicant is responsible for:

(a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to City of Hapeville a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City of Hapeville with the request for a final inspection. The City of Hapeville shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Section 63-2-14. Violations and Enforcement.

Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to Chapter 57 of the City Ordinances or the underlying building permit pursuant to Chapter 93, Article 24 of the City Ordinances. To address a violation of this Article, the City of Hapeville shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

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Section 63-2-15. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM.

For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section 63-2-16. Inspection and Maintenance Agreements.

(a) The owner shall execute an inspection and maintenance agreement with the City of Hapeville obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Hapeville. After the inspection and maintenance agreement has been signed by the owner and the City of Hapeville, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Hapeville. Upon any sale or transfer of the site, the new owner shall notify the City of Hapeville in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Hapeville.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section 63-2-17. Right of Entry for Maintenance Inspections.

The terms of the inspection and maintenance agreement shall provide for the City of Hapeville's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an

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inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the City of Hapeville shall have the right to enter and make inspections pursuant to the City of Hapeville's general provisions for property maintenance inspections pursuant to Chapter 84 of the City Ordinances.

Section 63-2-18. Owner's Failure to Maintain the Stormwater Management System.

The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to City of Hapeville. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to Chapter 84 of the City Ordinances, and

(b) To address such a failure to maintain the stormwater management system, the City of Hapeville shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

Section Two. Codification and Certify. This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to

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the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Four. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Five. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney

1 CITY OF HAPEVILLE

2
3 STATE OF GEORGIA

4
5 RESOLUTION NO. _____

6
7 A RESOLUTION AMENDING AND UPDATING THE CITY OF HAPEVILLE'S FEE
8 SCHEDULE FOR ALCOHOL PERMITS; TO AUTHORIZE THE MAYOR TO
9 EXECUTE THIS RESOLUTION AND ANY DOCUMENTS IN SUPPORT OF THIS
10 RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE FOR AN
11 EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12
13 WHEREAS, the City of Hapeville (the "City") Mayor and Council are vested with the
14 power and responsibility under state law to protect the health, safety, and welfare of their residents,
15 to promote economic development, provide for the transportation needs of the public, and ensure
16 that natural areas be maintained in a manner designed to maintain a desirable community; and,

17
18 WHEREAS, the Mayor and Council of the City shall from time to time review and adopt
19 by Resolution a schedule of fees; and,

20
21 WHEREAS, the Mayor and Council desire to amend the previously adopted fee schedule
22 for alcohol permits and allow for the option for Licensees to may payments as provided by the
23 Emergency Financial Relief Payment Schedule.

24
25 NOW THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND
26 COUNCIL OF THE CITY OF HAPEVILLE:

27
28 1. **Desire to Update Schedule of Fees.** The City Council hereby adopts the Schedule
29 of Fees, attached and incorporated hereto as Exhibit "A."

30
31 2. **Recordation.** The City Clerk is hereby directed to record this Resolution,
32 declaration, certification, and/or accompanying exhibit(s) in the official minutes of the City.

33
34 3. **Severability.** To the extent any portion of this Resolution is declared to be invalid,
35 unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

36
37 4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the
38 extent they are inconsistent with this Resolution.

39
40 5. **Effective Date.** The Schedule of Fees shall become effective as of November 2,
41 2020.

42
43
44 RESOLVED this ____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED AS TO FORM:

Priya Patel, City Attorney



City of Hapeville Permit and License Fees

ALCOHOL PERMITS	FEES **
Administrative Fee plus Applicable Fees	\$200
Administrative Fee for Alcohol Permit Renewals	\$100
Beer/Wine Liquor	\$5,000
Beer/Wine Only	\$3,150
Bed and Breakfast	\$250
Liquor Only On-Premises under 2000 sq ft	\$1,600
Beer Only On-Premises under 2000 sq ft	\$750
Wine Only On-Premises Under 2000 sq ft	\$750
Microbrewery	\$1,600
Growler	\$1,600
On-Premises Arts	\$250
Art Gallery	\$50
Alcohol Beverage Caterer (Resident, per event)	\$25
Alcohol Beverage Caterer (Non-Resident, per event)	\$75
Ancillary Wine Tasting	\$100
Off-Premises and Special Events	\$50 annual
Handler Permit (employee)	\$35
Handler Permit (manager or owner)	\$60
Late fee penalty for failure to pay when due, interest at rate of 1% per month until paid	15%
** See Emergency Financial Relief Payment Schedule for optional fee schedule.	
BUSINESS LICENSE	FEES
Business License	\$75 Home-based or Non-profit, \$225 other commercial plus tax on gross receipts; \$75 for renewals plus tax on gross receipts
Practitioner	\$400
Transient Merchant	\$50
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
Certificate of Completion	Included with business license or Building Permit
Mobile Food Truck Permit	90 Day Permit - \$100; 3 Day Permit - \$50; fee waived for City-Sponsored and 501(c) Non-Profit events
Transient Merchant Permit	90 Day Permit - \$100; 3 Day Permit - \$50; fee waived for City-Sponsored and 501(c) Non-Profit events

FIRE DEPARTMENT	
Inspection fee for 80%-100% New Construction	\$100 first follow-up, \$200 2nd follow up
Sprinkler Plan Review	\$.50/head (\$60 minimum)
Fire Alarm Plan Review	\$.50/device (\$60 minimum)
Hood Suppression System	\$60/system
Building/Civil Plan Review	\$60 set
Administrative Permits (copy of Fire, EMS and Burn Permits)	\$5/each
PERMITTING	
	FEES
Building Permit	Residential - \$65 minimum+\$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,000
Plumbing Permit	Residential - \$65 minimum + \$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,001
Electrical Permit	Residential - \$65 minimum + \$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,002
Mechanical Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,003
Fire Places Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,004
Roofing	Included in building permit (generally \$65 Residential / \$80 Commercial)
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
Certificate of Completion	Included with business license or Building Permit
Reissue of Licenses / Permits	Depends on time lag for reissuance, generally no charge
PLANNING AND ZONING	
	FEES
Sign	\$100
Mural	\$50

Design Review	\$100 (design review that doesn't require Planning Commission review)
Site Plan Review	\$400+\$25 per acre, \$25 per lot, or \$25 per unit (MR, T-House), whichever is greater
Plan Review Fee by Consultants	A plan review fee must be paid, which shall be equal to one-half of the fee required for the building permit. Minimum fee for plan review is \$100.
Expedited Review	Double regular fees
Pre-Submittal Review	\$100
One Stop Shop - Large Project Fee	10 hours of Consultant time included and then hourly based upon billed rates thereafter
Rezoning	\$500 Residential \$750 Commercial
Zoning Certification	\$75 - Tier I \$250 - Tier II
Revision/Resubmittal	3rd Submittal 50% of original fee
Variance/Appeals	\$350+\$50 for each additional variance
Administrative & Secondary Variance	\$250 create administrative variance capability
Special Use or Conditional Use	\$350
Subdivision	Preliminary Plat \$300+\$10 per lot; Final Plat \$250+\$5 per lot
Arborist	\$150
Demolition fee	\$150 Residential \$550 Commercial
Interior Demolition	Included in building permit (generally \$50)
Boarded Up Property Registration	\$65
Land Disturbance	Minimum \$1,000 plus 1% over 100,000
Excavation	Minimum \$1,000 plus 1% over 100,000
Moving House (in or out of city or through city)	\$600
Tree Removal (exception existing single family and duplexes)	*pull from new tree code
UTILITY	FEES
Sewer Tap	Residential - \$2,000: \$200 for each additional unit Commercial - \$2,500: \$200 for each additional unit
Water Tap	3/4": \$2,000 includes meter 1": \$2,500 - \$600 labor per hour plus 15% on equipment cost 1 1/2": \$3,500 - \$600 labor per hour plus 15% on equipment cost

Water Deposit	Residential \$100 Commerical \$300
Gas Release Inspection Fee	Included with building permit fee
Power Release Inspection Fee	Included with building permit fee
Electrical Pole Services	Included with building permit fee
In-Ground Swimming Pool Permit	\$65
Above-Ground Swimming Pool	\$80
Energy Audit	N/A
MISCELLANEOUS	FEES
Certification of Documents	\$5 first page / \$1 subsequent pages per document
False Alarm Penalties	Allow 3 incidents per calendar year; \$150 per incident thereafter
Garage / Yard Sale	Permit required but no fee; limit 2/year
Temporary Storage Unit / PODS	\$50 Residential \$80 Commercial 30 day limit; can be extended to 45 at the discretion of the Community Services Director
Construction and Roll-off cost	No Charge

Emergency Financial Relief Payment Schedule
Addendum to Alcohol Beverage License Application

Date: _____

Applicant's Name: _____

Phone: _____

Business/Trade Name: _____

Type of License: _____

Fees Due: \$_____

Payment Schedule

- ☐ 50% of Alcohol Beverage License Fee Paid by December 16, 2020.
- ☐ Additional 25% of Alcohol Beverage License Fee Paid by February 26, 2021.
- ☐ Remaining Balance of Alcohol Beverage License Fee Paid by May 31, 2021.

I, _____, hereby acknowledge that I have made the selection to pay the fees associated with my Alcohol Beverage License in accordance with the Payment Schedule listed above as a part of a temporary Emergency Financial Relief Payment Schedule. I understand that the City of Hapeville is providing this altered payment schedule to benefit the Licensee, and the Payment Schedule may be changed at any time. I understand that I am not required to be a part of the Emergency Financial Relief Payment Schedule. Further, I understand that if I default and miss a payment deadline, the City of Hapeville may: (1) Terminate, suspend, or revoke my Alcohol Beverage License; (2) Accelerate the payment schedule and require that I pay the full Alcohol Beverage License Fee immediately; and (3) Require me to reapply for an Alcohol Beverage License, including but not limited to paying all administrative and licensing fees associated. I acknowledge that I can read the English language and I free and voluntarily have made the decision to take part of the Emergency Financial Relief Payment Schedule.

Signature of Applicant or Agent

Print Name

Accepted by:

Name of City of Hapeville Staff

HAPEVILLE E.S.

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND LEASE OF FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and effective this ___ day of ___, 2020, by and between the **FULTON COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "**FCS**") and **the CITY OF HAPEVILLE, GEORGIA** a municipality organized under the laws of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "**City**").

WITNESSETH:

WHEREAS, the Fulton County School Board owns a certain land located at 3440 N. Fulton Ave., Hapeville, Fulton County, Georgia 30354 (the "School Property") on which FCS operates a school known as the Hapeville E.S. (the "School"); and

WHEREAS, City desires to upgrade, improve and repair the multi-purpose field and area around the multi-purpose field located on the School Property for the Program in exchange for certain public use rights; and

WHEREAS, the Fulton County School Board has authorized FCS to enter into this Agreement and pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, both the City and FCS are authorized to enter into an Intergovernmental Agreement for the joint use of facilities for recreation; and

NOW, THEREFORE, for and in consideration of the Premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, FCS and City mutually covenant and agree as follows:

- 1. Agreement for Use.** During the Term of this Agreement, FCS does hereby agree to allow City to enter and use that certain portion of the School Property designated by FCS, as depicted on **Exhibit "A"** attached hereto (the "**Field**" or the "**Premises**"); along with the non-exclusive use of the common areas necessary for or associated with the use of the Field (e.g., parking lot, sidewalks) for public park purposes and programs sponsored by the City on and subject to the terms and conditions contained herein.

City and FCS acknowledge that non-City sponsored groups may from time to time request use of the Premises from City during City's hours of use. City may allow non-City sponsored groups to use the Premises provided that: (a) the group qualifies in FCS's or its representative's sole discretion, to use the Premises under FCS's policies governing use of FCS's facilities; (b) FCS deems the proposed activity to be an appropriate use of the Premises; (c) the use does not interfere in any way with the conduct of school activities, including without limitation, after school athletics and other extracurricular activities; (d) the non-sponsored City groups agree to pay City's required facility use fees; City and the non-sponsored City groups comply with the terms of this Agreement; and the non-sponsored City group shall add City and FCS as an additional insured to the insurance policies required in this Agreement, and shall defend, indemnify and hold harmless

FCS, City, and their respective agents and employees from and against all costs, damages and/or claims for personal injury and/or property damages arising out of the non-City sponsored group's use of the Premises. When non-sponsored City groups request use of the Premises from City, City will promptly notify FCS of the request for FCS's review and approval and provide FCS with a copy of the insurance certificate evidencing the required insurance coverage by the non-sponsored City group.

Notwithstanding any other provision of this Agreement, if FCS and/or the principal of the School (the "Principal") shall from time to time desire to use the Premises or any part thereof during any period provided for City's use in Paragraph 2 hereof in connection with the conduct of any curricular or extracurricular activities of the School or of any Fulton County school at the School Property, then upon not less than thirty (30) days' written notice to City, City's rights of use shall be suspended during the period or periods specified in such notice to City.

Additionally, City acknowledges and agrees that FCS shall have first priority for the use of the Premises superseding any scheduled or non-scheduled activity or event of City under this Agreement if and as needed as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence.

2. **Term; Hours of Use.** The term of this Agreement shall be five (5) years, beginning on _____, 2020 and ending at 11:59 p.m. on the date that is 5 years thereafter (the "Term"), unless sooner terminated under the terms of this Agreement. During the Term of this Agreement, City shall be permitted use the Premises for public park purposes and programs sponsored by the City, but only on the following days and hours:

(a) On School Days: After 5:00 p.m. until dusk on School Days session.

(b) On all days other than School Days:

Saturdays: 9:00 a.m. – 5:00 p.m.

Sundays: 1:00 p.m. – 5:00 p.m.

June & August: 10:00 a.m. – 5:00 p.m.

No scheduled play in January or February

No scheduled play in July for repairs and maintenance

For these purposes "School Day" is defined as any day when school is in session on the School Property.

FCS expressly retains the right to use the Premises for School activities during all other hours. In the event that City's scheduled activities do not occupy all of the hours during which City is permitted the use of the Premises as aforesaid, FCS shall, after consultation with City, have the exclusive use of the Premises during the unoccupied hours. FCS shall in all events have the use of the remainder of the School Property.

3. **Consideration.** City shall, at City's sole expense: (a) make the improvements and repairs set out on **Exhibit "B"** attached hereto and incorporated herein by reference to the Field located on the School Property; (b) thereafter repair and to maintain the Field, and (c) provide the services set out in Section 5 hereinbelow. The improvements, services, repair and maintenance of the Field are the consideration for the City's use of the

Premises. As such, no additional monetary rent shall be payable by City for the use of the Premises. City covenants and agrees that it shall timely undertake the maintenance, provide the services and make the improvements and repairs as described in this Agreement within the time frames set forth herein.

4. **Utilities.** Throughout the Term of this Agreement, City shall reimburse FCS for all utility usage incurred during the City's hours of use of the Premises. Such payment shall be due and payable to FCS thirty (30) days from the date of FCS's written invoice(s) to City. FCS shall submit written utilities invoices to City for reimbursement at a minimum of four times a year based on utility meter readings. For water usage, City shall be responsible for providing such meter readings to FCS by taking a photograph of the water meter on July 1 of each year, December 1 of each year, and on the final day of the Term, and sending such photographs to FCS, within twenty-four hours of each such reading, via e-mail to utilities@fultonschools.org with a copy to landmanagement@fultonschools.org.
5. **Maintenance, Irrigation, Improvements and Services.**
 - a. Improvements. City shall timely make the improvements and repairs outlined on **Exhibit "B"** attached hereto and incorporated herein by reference.
 - b. Maintenance and Repair – Athletic Complex and Field. Throughout the Term, City shall maintain the Field in a good and safe condition at City's sole cost and expense. City park staff will visit and inspect the Premises on a daily basis for general maintenance needs. Maintenance shall also include all activities required per **Exhibit "C"** attached hereto and incorporated herein by this reference. Unless otherwise expressly stated herein, the required maintenance and repairs shall not include any areas of the School Property other than the Field.
 - c. Maintenance and Repair – Irrigation Systems. City shall maintain and repair the irrigation systems for the Field at its sole cost and expense. City shall keep the irrigation system in good working order and in compliance with all local codes throughout the Term. The existing and any new irrigation system installed by City (if any) shall be and remain the property of FCS. Any water meter installed by City shall be and remain the property of FCS.
 - d. Custodial Services. City shall provide regular, routine and consistent custodial services for the Premises on a daily basis to ensure the Premises are reasonably clean and nuisance free. City's custodial service shall include, without limitation the collection of litter and debris from the Premises, the placement of City trash receptacles and recycling bin on the Premises and the removal of the contents of City's trash receptacles and recycling bins. City has the obligation to furnish its own trash receptacles and recycling bins for use on the Premises.
 - e. Security and Police. City shall provide regular, routine and consistent security patrol and police services for the Premises. The City police shall be the first responders for any and all incidents and calls pertaining or relating to the Fields.
 - f. Good Condition and Repair. City shall keep the Premises in good condition and repair and shall use reasonable care to prevent damage to the Premises, throughout the Term.

- g. Plans and Specifications. City shall submit to FCS all plans and specifications for all improvements on the Premises for review and written approval by FCS prior to the commencement of any work on the Premises, giving FCS at least thirty (30) days for review and consent.
- 6. **Self-Reporting Requirement.** City shall, on each anniversary of the Effective Date during the Term, provide an annual report to FCS, in writing, summarizing the following for the twelve (12) months immediately preceding such anniversary:
 - a. Records of City's improvements, repairs and maintenance of the Premises.
 - b. Current Certificate(s) of Insurance evidencing compliance with the insurance requirements of this Agreement.
- 7. **Inspections; Condition of Property Upon Termination.**
 - a. FCS and its agents or employees may perform periodic inspections of the Improvements conditions and improvements made by City. FCS shall notify City of any problems determined (and origin thereof, if identifiable) and City shall make the appropriate repairs and/or corrections to the Improvements within thirty (30) days of FCS's notice.
 - b. At the expiration or earlier termination of this Agreement, City shall leave the Premises in as good condition and repair as existed at the beginning of the Term, reasonable wear and tear excepted.
- 8. **Use Restrictions; Covenants.** City's use of the Premises shall be subject to the following restrictions and covenants:
 - a. City acknowledges FCS is providing the Premises to City for use "AS-IS" without any representation or warranty whatsoever on the condition of the Premises. City will not permit use of the Premises by the public or City's invitees unless and until City has inspected the Premises and has determined the Premises are safe for the use proposed.
 - b. All grounds and facility alterations must be submitted to and approved in advance, in writing by FCS's Facilities Services Department. City may not install, demolish or remove any structures or improvements on the Premises without the prior written consent of FCS.
 - c. City shall provide the public with clear notice of the limited use hours for the public use of the Premises.
 - d. City shall be required to lock all exterior gates (where applicable) on completion of each City event or at the end of the City's day of use as applicable.
 - e. The City's policing jurisdiction shall apply during City's use hours. City shall provide security and responsible adult supervision during use of the Premises by City and its invitees commensurate with the security the City provides to other athletic facilities within the City.

- f. City shall keep all motorized vehicles off all grassed areas in the vicinity of the Improvements and may park only in areas designated by the Principal; provided, however, that, City and its authorized third-party independent contractors may operate motorized vehicles on grassed areas in the vicinity of the Improvements solely for the purpose of inspections, maintenance and repair to the Improvements.
- g. City shall not permit the consumption of any alcoholic beverages or use of tobacco products or weapons by its employees, participants, volunteers or invitees on or about the Premises, in accordance with applicable State law regulating School Safety Zones (including but not limited to O.C.G.A. § 16-11-127.1), since the Premises is deemed and agreed to remain and be school property, regardless of any other description or label.
- h. City shall comply with all applicable laws, ordinances, rules and regulations related to City's use of the Premises including without limitation O.C.G.A. §13-10-91, *et al.*
- i. City and its designees shall perform all inspection, maintenance and repair activities expeditiously and in a good, safe and workmanlike manner and in strict accordance with all applicable laws, ordinances, rules and regulations, as well as any procedures reasonably provided by FCS to City, such as hours of work. Such work shall be carried out in such a manner so as to, to the extent reasonably practicable, avoid any disruption to the operations of FCS.
- j. City shall be solely responsible for obtaining, at City's sole expense, all permits and approvals required to install, inspect, , maintain and repair the improvements; provided, however, that to the extent FCS's signature or other input is required in the permitting and approval process due to FCS's status as the owner of the School Property, FCS agrees to cooperate in good faith with such process.
- k. City shall not bring or store or allow to be brought or stored on the School Property, any Hazardous Materials (as defined below). City shall be solely responsible for any and all claims, costs, losses, expenses, demands, action, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the School Property arising from the use or handling, storage or other management of Hazardous Materials (as defined below) by City or its employees, agents, contractors, licensees or invitees. As used herein, "**Hazardous Material**" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) defined as a “hazardous substance,” “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

- I. City shall at all times during the Term comply with Fulton County Board of Education KG Operating Guideline, as amended from time to time; which Operating Guideline is available on the FCS website and upon request by City. In the event of any conflict between the terms of this Agreement and the KG Operating Guideline, the Operating Guideline shall control.

9. Default; Termination/Expiration.

- a. FCS shall have the right to terminate this Agreement immediately for cause, or upon default by City, and may demand immediate possession of the Premises, seek damages or equitable relief, or pursue any cause of action available at law or in equity to enforce its rights hereunder, or any combination of the foregoing. City shall be in default for failing to cure, after ten (10) days' written notice from FCS, the non-performance or breach of any provision of this Agreement, including but not limited to a failure to provide the required improvements, services and maintenance as set forth herein. In the event that FCS terminates the Agreement due to default by City, FCS shall have the right to recover all reasonable expenses actually incurred in enforcing the terms of the Agreement, including but not limited to reasonable attorney's fees and court costs.
- b. Either party shall have the right to terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. In the event of the City's termination without cause, FCS shall have no obligation to compensate or reimburse City, including any compensation for any unamortized value of any improvements, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances.
- c. Upon expiration or termination of the Term, FCS shall have no obligation to compensate or reimburse City, including any compensation for any unamortized value of any improvements, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances.
- d. Upon expiration of the term or termination, City may remove portable improvements placed on the Premises by City. A listing of all portable improvements shall be prepared by City and approved by FCS prior to the removal of said improvements. Except in connection with repairs or replacements, City covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the School Property, pursuant to this Agreement or otherwise, without the written consent of FCS. Upon expiration of the Term, or in the event of termination, City's use and occupancy rights shall terminate, City shall promptly vacate and cease City's use of the Premises; and return all keys to FCS. City shall remain obligated to perform all

obligations hereunder through the date of expiration or termination, unless waived in writing by FCS.

- 10. Indemnity.** To the extent allowable by law, City hereby releases and agrees to protect, indemnify, defend, save, and hold harmless FCS and its agents, officers, employees, board members, licensees, representatives, and volunteers (collectively, “**FCS Parties**” and each a “**FCS Party**”) from any and all claims, costs, losses, expenses, demands, actions, and causes of action, including reasonable attorney’s fees and other costs and expenses of litigation, which may be asserted against or incurred by any FCS Party, or for which any FCS Party may be liable, which arise from any injury or damage to person (including death) or property and caused by or resulting from the access to, use or occupancy of the Premises by City, or its employees, agents, contractors or subcontractors, except those which arise solely from the gross negligence or willful misconduct of a FCS Party. City hereby expressly acknowledges that the foregoing obligation to indemnify, defend, and hold harmless includes but is not limited to any such claim asserted by a third party coming onto or about the Premises and alleging injury as a result of such use of the Premises (subject to the exception concerning the gross negligence or willful misconduct of FCS). This Section 10 expressly survives the expiration or earlier termination of this Agreement for a period of one (1) year after such termination. This indemnity provision shall not be deemed to create rights in any third party or constitute a waiver of City’s sovereign immunity, which the City expressly reserves.
- 11. Insurance.** The following are the minimum insurance and limits that City or any third party using or performing work on any portion of the School Property on behalf of City, including any contractor or subcontractor (each a “**Third Party**”) must maintain throughout the Term. If the City or Third Party maintains higher limits than the minimums shown below, FCS requires and shall be entitled to the coverage and for the higher limits maintained by the City or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCS.

City shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer’s Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million.

Fulton County Schools shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. City shall also maintain Statutory Workers’ Compensation Insurance in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where

jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS.

Any Third Party using or performing work on any portion of the School Property shall be required to maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million. All umbrella policies will be at least as broad as the underlying insurance.

Both FCS and City shall be named as Additional Insureds on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. Any Third Party shall also maintain Statutory Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS.

Prior to entering onto the School Property, City and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to FCS's Risk Management Department for approval at:

Attn: Risk Manager
Risk Management Department
Fulton County Schools
6201 Powers Ferry Rd, NW
Atlanta, GA 30339

Insurance provider(s) for City and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best's Financial Size Category of not less than VII.

The obligations of City and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability or indemnification obligations of the City or Third Party, whether or not the same is covered by insurance.

FCS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing City with notice of the same.

12. **Intergovernmental Agreement; Assignment; Subletting.** This Agreement shall be construed as an intergovernmental contract and no estate shall pass out of FCS. City may not assign its rights and obligations hereunder or sublease the Premises except as expressly permitted herein.
13. **Liens.** No encumbrances, charges or liens against the School Property shall exist because of any action or inaction by City. City shall discharge by bond or otherwise within ten (10) days of written notice by FCS of any lien, encumbrance or other charge.
14. **Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or the date of deposit with a commercial courier or with the U.S. Postal Service shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed.

For the purpose of this Agreement, the address of FCS is:

Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339
Attn: Director of Land Management

With a copy to:

Nelson Mullins Riley & Scarborough LLP 201
17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Board Attorney for Fulton County Schools

And the address of City is:

City of Hapeville
Attn: Tod Nichols, Director of Recreation
3444 North Fulton Avenue
Hapeville, GA 30354

with a copy to:

Smith Welch Webb &
White LLC
Attn: Andrew J. Welch, III
City Attorney
2200 Keys Ferry Court
McDonough, GA 30253

Notices or notifications to the principal of the School that are required or permitted under this Agreement shall be sent via email to Thomas Garrett, Principal, at garrettt1@fultonschools.org with a hard copy to the FCS at the address above.

Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 14.

15. **Liability.** City shall be responsible for the acts and omissions of City, its agents, contractors and employees. FCS shall be responsible for the acts and omissions of FCS, its agents, contractors, and employees.

16. **Miscellaneous.**

- a. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, pandemics, epidemics, shelter-in-place orders, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.
- b. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by FCS and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Notwithstanding the foregoing, any agreement entered into for the use of indoor space through FCS's "SchoolDude" system (or other similar facility rental system maintained by FCS) shall be fully binding on the parties. Any breach or default of such agreement shall constitute a breach of this Agreement.
- c. Time is of the essence for each and every provision and obligation of this Agreement.
- d. City shall provide to FCS within sixty (60) days of execution of this Agreement a "Safety Plan" describing City's proposed means and methods of crowd control for at the Premises.
- e. City acknowledges that pursuant to State law, as well as FCS's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the Premises. City shall comply with all relevant laws, rules regulations, including without limitation, the aforementioned state law, in the performance of City's activities on the Premises.

- f. The section headings in this Agreement are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between FCS and City. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the public real estate records.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically including O.C.G.A. § 51-1-53. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.
- h. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on City's part to be performed shall be deemed and construed as independent covenants of City, not dependent on any other provisions of this Agreement.
- i. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. City has carefully read this Agreement and understands it. City executes this Agreement as a voluntary act after having consulted with counsel of its choosing concerning the same or having voluntarily chosen not to consult with counsel concerning the same.
- j. Each individual executing this Agreement on behalf of City represents and warrants that he or she is duly authorized to execute this Agreement on behalf of City, and that City has full right and authority to execute and deliver this Agreement.
- k. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

17. Special Stipulations. The following Special Stipulations shall apply to this Agreement:

- a. [Check yes or no applicable]: Yes: ☒ No: ☐ Lessee shall furnish and maintain its own goals (i.e., soccer goals, lacrosse goals, etc.) as may be needed for use during the Term at Lessee's sole cost and expense, which goals shall remain the property of Lessee.
- b. [Check yes or no as applicable]: Yes: ☐ No: ☒ Upon approval by the Principal, Lessee shall furnish and maintain its own portable lighting system for the Field at Lessee's sole cost and expense, which portable lighting system shall remain the property of Lessee. The portable lights must be turned off thirty (30) minutes following the conclusion of Field use by Lessee as in accordance with **Exhibit "B"**,

Hours of Use. Lessee shall provide to Lessor, within sixty (60) days of execution of this Agreement, Lessee's proposed environmental and safety measures for portable lighting.

Lessee may use the Lessee-furnished portable lights on the Field during the months of February, March, September, October, November, and December. The portable lights shall be no more than ten (10) feet high and shall not be visible outside of the immediate area of the Field. No lights shall be used on weekends.

- c. [Check yes or no as applicable]: Yes: ☐ No: ☐ Lessee shall furnish and maintain portable toilets for the Premises during the Term and shall have them cleaned on a regular basis, all at Lessee's sole cost and expense. The portable toilets shall be placed in a location approved by the Principal and shall be removed by Lessee at the expiration or earlier termination of this Agreement, all at Lessee's sole expense. Lessee shall maintain an adequate level of sanitary supplies as mutually agreed upon by Lessee and Principal, at Lessee's sole cost and expense.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FCS and City have executed this Agreement effective on the day and year first above written.

FCS:

FULTON COUNTY SCHOOL DISTRICT

By: _____
Name: Dr. Mike Looney
Title: Superintendent

_____ Date

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

THE CITY OF HAPEVILLE, GEORGIA

By: _____(Seal)

Name: Alan Hallman

Title: Mayor

_____ Date

ATTEST:

By: _____

Name: Crystal Griggs-Epps

Title: City Clerk

Approved as to form and legal sufficiency:

Andrew J. Welch, III, City Attorney

EXHIBIT A

DEPICTION OF PREMISES/FIELD

Attached.



Hapeville High School

Hapeville Skate Park

Hapeville City Hall

Hapeville Branch Lib
Temporarily closed

EXHIBIT B

UPGRADES, IMPROVEMENTS AND INITIAL REPAIRS TO BE MADE BY CITY

Improvements

- \$15,000.00 – 18,000.00 for fencing in the entire football field. This will provide a safety barrier for the children at recess during school time as well as participants of any game on the field.
- \$5,000.00 for demolition of the existing press box at the top of the bleachers and replace it with a small stand that will be big enough for one person to keep the clock during games (not enclosed)
- \$50,000.00 for the replacement of the track surrounding the football field.

Annual Maintenance

- Year-round facility maintenance including mowing, watering, fertilizing, and irrigation of football field
- Elimination of weeds in the surrounding area of field and tennis/soccer court that is connected to school and adjacent to the field
- Disposal of garbage from football field on a weekly basis
- \$12,000.00 in labor and materials used as needed

EXHIBIT C

CITY'S ONGOING INSPECTION, MAINTENANCE AND REPAIR REQUIREMENTS

Fertilization:

- Early Spring Crabgrass pre-emergent, broadleaf weed controls are applied to control infestations of annual grasses along with phosphorus and potassium fertilizers to encourage root and cell wall development. Grassy weed control as needed.
- Late Spring Additional Crabgrass pre-emergent for extended control. A high rate of slow release nitrogen fertilizer balanced with phosphorus and potassium designed to build renew roots, tillers and grass plants. Iron for outstanding color and broadleaf weed control for spring and early summer annual weeds.
- Summer A high rate of slow release granulated nitrogen fertilizer balanced with phosphorus and potassium. This treatment continues to improve turf density, drought tolerance and color. Broadleaf weed control will be applied as needed.
- Mid-Summer A high rate of slow release granulated nitrogen fertilizer balanced with phosphorus and potassium. This treatment maintains color and growth, while storing carbohydrates for winter. Broadleaf weed control will be applied as needed.
- Mid-Fall Potassium is applied to protect the grass plant from the damaging effects of cold weather along with pre-emergent weed controls. This pre-emergent prevents any unsightly winter annual weeds such as poa annua. Broadleaf weed control is applied as needed.
- Late Fall Dolomitic Pelletized limestone is applied to correct any PH deficiencies. Broadleaf and grassy weed controls are applied as needed.

Mowing:

- Growing season (June, July, August)- mowed twice weekly
Playing season (September, October, March, April)- mowed once weekly
Dormant season- mowed as needed

Aeration:

- May, July, and September
Core aeration- plugs 2" deep, pull, remove, drag
Sand/top-dress in July

Irrigation:

- Growing season- minimum 3 times weekly, 30 minutes per zone
Playing season- 2-3 times weekly, 20 minutes per zone

Dormant season- off

***Water may be increased in time of new or additional sod

Renovation:

Sod dead/heavy worn spots as needed (yearly, depending on wear/tear)

Top dress/over-seed every 2 years in growing season

Responsible for nets and condition of goals and other equipment on field

Trash Removal:

Weekly service comes by to empty receptacles and make sure field is picked up