

# CITY OF SAVANNAH, GEORGIA

## TOUR BUS STAND LEASE

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of Sept 2015, by and between the MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, as Lessor, and KELLY TOURS as Lessee;

### WITNESSETH

WHEREAS, Lessee operates a tour guide company in the City of Savannah; and

WHEREAS, Lessee desires to operate tours from the Savannah Visitors Center Parking Lot;

**NOW THEREFORE**, as authorized by the Code of the City of Savannah, Georgia, Section 6-1532, paragraph (b), the Lessor hereby leases to the Lessee one assigned parking space for the purpose of conducting tours from the Savannah Visitors Center with all rights and privileges related thereto, subject to the considerations, terms, and conditions set forth below:

**SECTION 1. Agreement of Lessee.** Lessee hereby agrees to conduct tours from the Visitors Center Parking Lot on a scheduled basis and to post the tour company's name and logo, if any, tour rates, tour departure times, and duration of tours on or within a sign provided by the Lessor. Lessee also agrees to meet all scheduled tours as posted. Lessee shall determine tour rates, tour departure times, and the number and duration of tours.

**SECTION 2. Agreement of Lessor.** Lessor hereby agrees that in consideration of Lessee's entering into this contract, the Lessor shall permit tour company vehicle access to the Visitors Center Parking Lot, shall provide a designated parking space for the exclusive use for the Lessee, and shall furnish Lessee with an appropriate sign on or within which the tour company shall display its name and logo, if any, tour rates, tour departure times, and duration of tours.

**SECTION 3. Rental.** The monthly rental rate for one assigned parking space during the term of this agreement shall be established annually in Article T, Section 2 (D) of the Revenue Ordinance. The fee must be paid in advance on or before the first day of each month. Rental during any portion of the first calendar month of this agreement shall be prorated by day.

**SECTION 4. Compliance with City Code and State Law.** Lessee hereby agrees to comply with all requirements of the Savannah Code, Part 6, Chapter 1, Article R, entitled "Tour Services for Hire", with all requirements of the Revenue Ordinance including Article T entitled "Tour Service Fess", and with all applicable State laws related to operation of sightseeing tour vehicles.

**SECTION 5. Limited Restrictions.** The Lessor reserves the right to restrict tour vehicle access to the Visitors Center Parking Lot and leased spaces for a period up to fifteen days each calendar year. Lessee's monthly rate will be prorated during restricted periods. Lessee will be allowed to load and unload for the purpose of conducting tours from a location on Martin Luther King Jr. Boulevard or other appropriate location designated by the Tourism Management and Ambassadorship Department.

### **SECTION 6. Rules for Operating in the Visitors Center Parking Lot**

- (1) Pursuant to Savannah Code Section 6-1535, soliciting passengers verbally or by gesture, directly or indirectly, is prohibited.

- (2) No tour service vehicle shall park in the Visitors Center Parking Lot at a location other than the assigned tour service stand without prior approval of the Tourism Management and Ambassadorship Department and except in an area designated for parking of vehicles not on duty and for charter bus parking, which parking area shall be designated by the Tourism Management and Ambassadorship Department.
- (3) Entering the Visitors Center by a tour operator or representative is prohibited except for delivering brochures for supplying the display rack, and then only after giving prior notice to the Visitors Center staff.
- (4) Tour guide operators shall not be permitted to park their private vehicles in the Visitors Center Parking Lot.
- (5) Loud, boisterous or obscene language in the Visitors Center Parking Lot is prohibited at all times.
- (6) Only one tour company representative will be allowed in the Visitors Center Parking Lot at any particular time.
- (7) Any tour company owner or tour guide who is the subject of a public complaint involving activity in the Visitors Center Parking Lot will, within three working days after notice from the Tourism Management and Ambassadorship Department., make arrangements to meet with the Tourism Management and Ambassadorship Department, to resolve the complaint.
- (8) No person or firm may lease or use more than one tour bus stand in the Visitors Center Parking Lot, either individually or as an associate of or through any company or agency, or through common ownership at any organizational level.
- (9) Lease of a tour bus space does not constitute a property right and should not be considered an asset by any tour company. If any tour company should buy or merge with another company, the remaining entity will have no inherent right to the leased space of the purchased or merged company.
- (10) Tour bus stands in the Visitors Center Parking Lot shall be laid out and arranged contiguously within the lot. Such stands shall be assigned and reassigned on the basis of company choice in the order of seniority rank according to company ownership and date of licensing by the City. A change in company ownership, which shall include a transfer or a change in ownership of a majority of the stock in corporation, shall cause a loss of seniority, making such company a new company for purposes of assigning stands. Such new company shall vacate the stand held by the previous owner, move to the bottom of the seniority list, and be assigned a stand when available on the basis of its seniority. When a stand becomes vacate and available for leasing, any tour business which leases a stand shall be eligible to advance to the vacant space in order of company seniority. Any motor tour business which holds a City business tax certificate shall be eligible to lease any vacant space in order of company seniority.
- (11) The Tourism Management and Ambassadorship Department may establish written rules and procedures from time-to-time as necessary to administer these lease agreements.

**SECTION 7. Administration; Administrative Hearing and Appeal.** Administrative hearing and appeal of regulatory or enforcement action related to leased stands in the Visitors Center Parking Lot shall be as provided in Savannah Code Section 6-1522.

**SECTION 8. Hold Harmless Agreement.** The parties to this lease of a tour stand in the Visitor Center Parking Lot specifically agree that nothing contained herein shall be construed to designate or appoint the City of Savannah as agent for the Lessee, nor shall anything contained in this lease be construed to designate or appoint the Lessee as agent for the City of Savannah in the performance of any of the services described herein. The Lessee acknowledges and agrees that it is an independent business engaged in providing tour services and agreed to defend, indemnify and hold harmless the Mayor and Alderman of the City of Savannah, Georgia, its successor and assigns, its principals, agents, and employee, from any and all claims for loss, damage, or injury sustained by Lessee or to Lessee's property, or by any agent or employee of Lessee, or by any person whatsoever, in connection with any matter arising out of the provision of tour services and use of the Visitors Center Parking Lot and property.

**SECTION 9. Insurance.** The Lessee shall obtain and keep in force comprehensive general liability insurance in the minimum amount of \$1,000,000 for its undertakings associated with leasing a parking space in the Visitors Center Parking Lot. The Lessee shall give evidence of the required coverage by providing to the Tourism Management and Ambassadorship Department a copy of certificate of insurance from an insurance company licensed to do business in the State of Georgia.

**SECTION 10. Cancellation.** This lease may be canceled by either party hereto upon the Lessee providing thirty days and Lessor providing thirty days written notice of cancellation to the other party.

**SECTION 11. Term of Agreement.** Any lease executed pursuant to this Article shall expire June 19, 2016; provided however, that the parties to the lease may at the time of expiration enter into an agreement for an additional term. If no additional term is agreed upon, and notice of cancellation is not given, the lease will continue on a month-to-month basis until canceled by either party.

**IN WITNESS WHEREOF,** the undersigned have executed this agreement the day and year first above written.

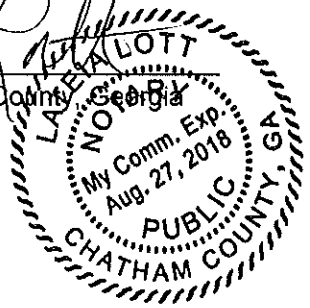
**FOR LESSOR:**

MAYOR AND ALDERMAN OF THE  
CITY OF SAVANNAH, GEORGIA

By: Stephen S. White  
City Manager

Sienna Crawford  
Witness

Rachel P. Lott  
Notary Public, Chatham County, Georgia



**FOR LESSEE:**

Kelly Taws, Inc  
Tour Company

By: [Signature]

Leah Harrison  
Witness

Jenelle Grubbs  
Notary Public, Chatham County, Georgia

