

HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: Renewal of Piedmont University's Agreement for use of the facilities for recreational purposes.

DATE: July 22, 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: August 18, 2025

PURPOSE: *This is a request to renew the contract for Piedmont University's general use of Habersham County's recreation facilities.*

BACKGROUND / HISTORY:

- *This is separate from the Agreement made with the Piedmont swim team and is geared towards facility use by faculty and the general student body.*
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FACTS AND ISSUES:

- *This has been a renewable annual contract provided a protocol is followed prior to the current term ending. This had not been followed up on in the past so this Agreement will set a new anchor-point for that protocol. There does not exist, a copy of this Agreement that is not a .pdf that has been copied over several times. This will give us a clean copy to work with moving forward.*
 - *The Agreement will be exactly the same in substance.*
 - *COMPENSATION: \$25 per participant per month, not to exceed \$1,000 per month.*
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OPTIONS:

- (1) Approve recommendation.*
 - (2) Deny recommendation.*
 - (3) Commission-defined alternative.*
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RECOMMENDED SAMPLE MOTION:

Motion to approve the renewal of Piedmont University's Agreement for use of facilities for recreational purposes.

DEPARTMENT:

Prepared by: Terry Lannon

Director



ADMINISTRATIVE

COMMENTS: _____

DATE: _____

County Manager

AGREEMENT FOR THE USE OF FACILITIES FOR RECREATIONAL PURPOSES:

“PIEDMONT UNIVERSITY”

DURATION & TERMS OF AGREEMENT: July 14, 2025 – July 13, 2026

This agreement is made effective the latest date signed below by and between HABERSHAM COUNTY, a political subdivision in the State of Georgia (hereinafter referred to as “Habersham”), acting by and through the Habersham County Parks & Recreation Department (herein referred to as “HCPRD”) and PIEDMONT UNIVERSITY (hereinafter referred to as “Organization”).

WHEREAS the parties desire to place in writing the terms of their agreement regarding the Organization’s request to utilize Habersham recreation facilities to provide students, faculty and staff with recreational opportunities through drop-in use of property described as Ruby C. Fulbright Recreation and Aquatic Center; and,

NOW THEREFORE, and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. Habersham grants to Organization and Organization accepts from Habersham the non-exclusive privilege of utilizing the facilities as stated above. Facilities included in this agreement include the gymnasiums, recreational pool, lap pool, locker rooms, and restrooms during normal operating hours.
- II. Use of Premises. The Organization shall use subject property for independent recreational activities only. Organization shall not use or permit Habersham facilities to be used for any other purpose without obtaining the prior written consent of HCPRD. Such requests must be submitted no less than seven (7) business days prior to the special use.
- III. Services to be Provided. Habersham will provide safe and accessible facilities only – no programming services are included in this agreement. Habersham or Organization may request changes in the scope of services to be performed by the Organization under this Agreement. However, no change shall be effective and enforceable unless mutually agreed upon by written amendment to this Agreement executed by both parties and attached hereto.
- IV. No Employment Contract. Nothing contained in this Agreement shall be construed in such a manner so as to constitute the Organization as an agent or employee of Habersham County, it being the intent of the parties that Organization shall remain an independent organization, nor shall either party have any authority to bind the other in any respect except as specifically provided for herein. It is acknowledged by the Organization that all employees, agents and volunteers of the Organization are not employees or agents of Habersham County.
- V. Responsibilities of Organization.
 - A. General.
 - (1) The said property shall be subject to the rules and regulations of Habersham County and HCPRD. Habersham reserves the right to adopt and implement additional park rules and regulations at any time during the term of this agreement.
 - (2) The Organization and its users shall maintain the subject properties and the improvements located thereon so as to return same to Habersham County at the end of

the agreement term in the same condition as they now exist subject to ordinary wear and tear.

- (3) The Organization and its users' maintenance obligation includes the collection and removal of all personal items belonging to the Organization's participants at the conclusion of any use. Specifically, it shall be the obligation of the Organization to maintain the subject premises in conformance with all relevant codes and ordinances of Habersham County.
- (4) The Organization and its users will abide by HCPRD staff determination as to the availability of the Aquatic Center in the case of severe weather.
- (5) The Organization and its users agree to abide by the HCPRD policy that prohibits any food or beverage (water excepted) in the pool area.
- (6) The Organization may not offer any activities or programs which conflict or compete with programs offered by HCPRD without the expressed written permission of the Director.
- (7) The Organization will assume responsibility for the cost of repair to any damage sustained to facility areas resulting directly or indirectly from the Organization's use.
- (8) All users of the facilities under this agreement will check in at the Main Desk and present a photo ID from Piedmont University before using the facility. Users must also sign in via Rec Desk registering their attendance. Any guests of an authorized user must pay the appropriate user fee unless they are also entitled to privileges under this agreement. HCPRD reserves the right to refuse services to guests who do not follow Habersham County of HCPRD rules.

B. Expenses. Organization agrees to pay all expenses incurred in conducting programming and ancillary services.

C. Hours of Operation. Organization shall schedule all activities and ancillary services during the normal operating hours posted **only**, unless prior written approval is made between the Organization and the HCPRD. Organization agrees to not schedule any activities during days when the facilities are closed. Organization further agrees that there will possibly be designated times throughout the year where scheduling conflicts will occur in programming and agrees that these conflicts will be discussed and worked out to the best interest of both programs if possible. If the scheduling conflicts cannot be resolved, the Habersham County Parks & Recreation Department Director will make the final decision on program scheduling.

D. Nondiscrimination. Neither Habersham nor Organization shall discriminate against any program participant, employee and/or sub-contractor because of race, creed, color, national origin, gender, affectional or sexual orientation, age, marital status, religion or disability by refusing to furnish such person any service or privilege offered to or enjoyed by area residents. Neither HCPRD nor Organization shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person for instruction, programming and ancillary services based on race, creed, color, national origin, gender, affectional or sexual orientation, age, marital status, religion or disability.

E. Publicity. Organization agrees that all program advertisements, publications, and public notices will recognize Ruby C. Fulbright Recreation & Aquatic Center as the location but will not express any endorsement or sponsorship of the Organization's program by Habersham County or HCPRD. All publication at the Ruby C. Fulbright Recreation & Aquatic Center shall be confined to the designated Bulletin board the facility will provide for the Organization's use.

F. Complaints and Incidents. HCPRD agrees to listen to public complaints about any program and work out a fair solution to any and all issues. Each party agrees to notify the other party by the quickest means practicable of any incidents and/or accidents associated with subject facilities.

G. Reports. Personal information on participants is not requested or required in advance from Organization.

VI. Responsibilities of Habersham County

A. Publicity. Habersham County will offer no publicity opportunities to the Organization other than the provided bulletin board designated for the Organization's use.

B. Equipment and Facility Use. HCPRD will furnish Organization with facilities and support amenities in a safe manner consistent with regulated and acceptable health standards deemed necessary to the conduct of the program and mutually agreed upon by the Organization and HCPRD.

C. Maintenance. Habersham County shall be responsible for the normal support and preventive maintenance of the premises, including plumbing, electrical repairs, and repair and replacement.

D. Equipment. Habersham County assumes responsibility for the upkeep of all pool equipment such as, but not limited to, boilers, heaters, and chlorination system and operates the pool within the recommended temperature range for recreational use (78 – 83 degrees). HCPRD does not at any time guarantee a specific temperature nor shall HCPRD be able to adjust the temperature of the pool for specific activities or use. Should a failure occur in the pool mechanical system, the Organization will be notified at the earliest opportunity by HCPRD staff.

E. Utilities. Habersham County shall provide public utilities (water and electricity) for uses of the park by the Organization and by the general public.

VII. Compensation. **A fee of \$4,000 will be assessed to the Organization and payable to Habersham County in two installments of \$2,000. The first installment is due by December 12, 2025 and the second installment is due by June 12, 2026.** This fee covers the use of the gymnasiums, recreational pool, lap pool, locker rooms, and restrooms during normal facility operating hours only. Any request for additional use of the facility must be negotiated separately. Failure to make timely payments may result in a late fee being assessed.

VIII. Facility Usage.

A. The Organization shall not have the right to schedule the use of the facility on the subject properties.

B. Organization shall have non-exclusive use of the property, or any agreed upon portion thereof, during normal operating hours. The Organization may schedule use of the property at other times by submitting a written request to HCPRD. Such requests shall be approved by HCPRD provided a conflicting use has not been scheduled by HCPRD and any additional fees are agreed upon by the Organization and compensated for in advance of the use.

C. All of the subject property shall be available for public use by the citizens at all times. HCPRD reserves the right to schedule and utilize subject property, including structures and other facilities, for use at all times.

IX. Term. The term of this Agreement shall be **July 14, 2025 to July 13, 2026**. This Agreement shall automatically renew annually for an additional term provided the Organization gives 90 days written notice to HCPRD of its intention to renew and/or execute another agreement prior to the expiration of the term in effect. HCPRD shall have 60 days to review the current agreement and in its sole discretion accept or reject said request for renewal or negotiate any changes at that time. If HCPRD does not object to the extension, this Agreement shall be renewed as provided above. Notwithstanding the above, the fees/compensation may be subject to revision by addendum hereto annually without the necessity of a new Agreement.

X. Termination for Cause. Organization must support HCPRD rules and regulations and HCPRD may terminate this Agreement only for cause, which shall include fraud, theft, drug use, criminal activity, insubordination to HCPRD, moral offenses or any other offenses deemed damaging to the image or mission of the HCPRD, failing to fulfill the obligations under this Agreement in a timely manner, or the Organization's violating any of the material provisions of this Agreement. Termination by HCPRD for cause shall be initiated by giving written notice to the Organization. Termination for cause in the sole discretion of HCPRD shall be effective immediately upon notice by HCPRD.

Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph XV below, that the party deems the other party to the Agreement to be in violation of the Agreement.

A. The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violations have been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within Habersham County and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the alleged violation and the response thereto.

B. Irrespective of the foregoing, in the event HCPRD determines that any condition on the subject premises constitutes an immediate health hazard to the members of the public, HCPRD shall have the right to immediately take action to correct said condition. In that situation, HCPRD shall notify the representative of the Organization identified in paragraph XV below, by telephone, facsimile transmission or other method designed to provide the most expedient notice to the Organization.

C. In the event the meeting of the parties pursuant to the procedures in sub-paragraph A above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other parties in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days' notice to the other.

XII. Indemnification. Organization hereby agrees to defend, indemnify and hold Habersham County it's agents and employees, harmless from any all claims, suits, liens, demands, debts, damages, loss or expense, including, but not limited to, attorney's fees and litigation expenses, suffered or incurred by Habersham County as a result of the Organization's failure to perform in accordance with the Agreement Documents and arising out of and resulting from Organization's performance of the

work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Organization, a sub-contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

- XIV. Conflicts of Law. This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Georgia.
- XV. Entire Agreement. - This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding. Any notice required under this Agreement shall be provided to the other party at the addresses indicated:

Habersham County Parks & Recreation Department
120 Paul Franklin Road, Clarkesville, GA 30523

Organization: Piedmont University, 1021 Central Avenue, Demorest, GA 30535

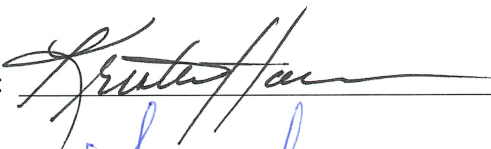
Habersham County Government, Georgia

By: _____
Commission Chairman

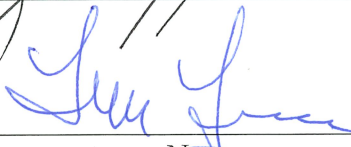
Date: _____

Attest: _____
Clerk of Commission

Date: _____

Organization: 

Date: 7/18/2025

Witness: 
Notary

Date: 7/18/25