

RESOLUTION 21-48

**A RESOLUTION TO APPROVE THE ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING RIPPAVILLA CONTRACTS**

WHEREAS, the City of Spring Hill (the "City") owns the Historic Rippavilla property located on Highway 31 in Maury County, Tennessee (the "Property"); and

WHEREAS, pursuant to a Management Services Agreement between City and Rippavilla, Inc. ("Rippavilla"), Rippavilla managed the Property; and

WHEREAS, on January 21, 2021, the City notified Rippavilla that it was invoking its right to terminate the Management Services Agreement with ninety (90) days' notice; and

WHEREAS, as of April 21, 2021, Rippavilla will no longer manage the Property and the City will begin managing the Property; and

WHEREAS, Rippavilla previously entered into contract with certain third parties to rent the Property for events after April 21, 2021; and

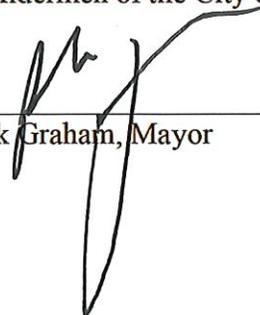
WHEREAS, Rippavilla desires to assign such event contracts to the City and the City desires to assume such assignments from Rippavilla; and

WHEREAS, the public good demands the City's assumption of the event contracts regarding the Property upon the terms set forth in the Assignment and Assumption Agreements attached hereto; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached Assignment and Assumption Agreements for Rippavilla to assign and for the City to assume the above-referenced event contracts are hereby approved.

BE IT FURTHER RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the Mayor and City Attorney are authorized to execute said Assignment and Assumption Agreements.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15th day of March, 2021.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”), dated as of March 19, 2021 (the “Effective Date”), is entered into by and between Rippavilla, Inc. (the “Assignor”), the City of Spring Hill, Tennessee (the “Assignee”), and [Name of Party Renting for Event] (the “Non-Assigning Party”)

RECITALS

WHEREAS, pursuant to a management services agreement between Assignor and Assignee, Assignor managed the property Historic Rippavilla (the “Property”), which is owned by Assignee;

WHEREAS, on January 21, 2021, Assignee notified Assignor that it was invoking its right to terminate the management services agreement with ninety days’ notice;

WHEREAS, effective April 21, 2021, Assignor will no longer manage the Property and Assignee will begin managing the Property itself;

WHEREAS, Assignor previously entered into contracts with certain third parties to rent the Property for events after April 21, 2021;

WHEREAS, Assignor desires to assign such event contracts;

WHEREAS, Assignee desires to assume such assignments from Assignor;

WHEREAS, one such contract is hereby identified “Rachel Tenpenny” (the “Assigned Contract”), dated as of April 16, 2020, by and between Assignor and the Non-Assigning Party, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment:** Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title, and interest in and to the Assigned Contract (attached hereto as Exhibit A and incorporated herein by this reference). Such assignment (the “Assignment”) shall be irrevocable, and shall include all of Assignor’s rights and obligations as set forth in the Assigned Contract as of the Effective Date.
- 2. Assumption:** Assignee hereby accepts the Assignment from Assignor, including all of Assignor’s rights and obligations as set forth in the Assigned Contract as of the Effective Date. Without limitation on the foregoing, Assignee assumes and agrees to perform all of the obligations and covenants of Assignor as set forth in the Assigned Contract to the extent that they accrue on or after the Effective Date, subject to any and all applicable covenants, conditions, stipulations, obligations, liabilities, and agreements of the Assignor in the Assigned Contract.
- 3. Representation and Warranties of Assignee:** Assignee represents and warrants to Assignor that it will dutifully fulfill all of the obligations assumed by it pursuant to this Agreement to the best of its ability and in a timely manner pursuant to the Assigned Contract.

4. **Release:** Despite anything set forth to the contrary in the Assigned Contract, and subject to the terms hereof and the terms of the Assignment and Assumption Agreement, Assignee and the Non-Assigning Party fully release and forever discharge Assignor, along with Assignor's employees, agents, officers, directors, shareholders, affiliates, and representatives (collectively, the "Released Parties") from Assignor's performance obligations as set forth in the Assigned Contract accruing on or after the Effective Date.
5. **Equitable Remedies:** Each party acknowledges and agrees that a breach or threatened breach of any obligations hereunder by one party may cause irreparable harm to the other party for which monetary damages may not be an adequate remedy. As such, each party shall be entitled to seek equitable relief (including without limitation an injunction) in order to enforce the terms hereof.
6. **Severability:** If any term hereof is found to be invalid, illegal, or unenforceable in any way, such invalidity, illegality or unenforceability shall not affect any other term hereof.
7. **Governing Law:** This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles. It is mutually agreed for all purposes, that this agreement shall be deemed to have been executed in Maury County, Tennessee and shall be interpreted under Tennessee law as applicable.
8. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute one and the same instrument.
9. **Entire Agreement:** This Agreement, together with the Exhibits attached hereto and incorporated herein, sets forth the entire agreement between the parties with respect to the subject matter hereof. As such, this Agreement shall supersede and replace any and all prior and contemporaneous communications (whether written or oral) of any kind or nature with respect to the subject matter contained herein.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed as of the date first above written.

ASSIGNOR

Rippavilla, Inc.

By: _____
Name: [Name]
Title: [Title]

ASSIGNEE

The City of Spring Hill, Tennessee

By: _____
Name: [Name]
Title: [Title]

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards and to the left, crossing over the 'By:' label.

NON-ASSIGNING PARTY

By: _____
Name: [Name]
Title: [Title]

EXHIBIT A Complete Copy of Assigned Contract