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CMF# 20210015



COX
BUSINESS
CONVENTION
CENTER



USE LICENSE AGREEMENT

BY AND BETWEEN

ASM GLOBAL AND Board of County Commissioners of the County of Tulsa

Community Event

DATED Thursday, December 17, 2020



COVER SHEET
ASM - COX BUSINESS CONVENTION CENTER
USE LICENSE AGREEMENT

Licensee: Board of County Commissioners of the County of Tulsa

Event Name: Tulsa County Courthouse Docket

Licensed Area(s); Designated Times; Rental Rates:

Date	Time	Space	Usage	Function	Sq Ft	Rental Rate
1/29/2021	7:00 AM - 7:00 PM	Conference Hall C +D	Event	Tulsa County Courthouse Docket	4800	\$2,205.00
1/29/2021	7:00 AM - 7:00 PM	Grand Gallery	Event	Tulsa County Courthouse Docket		\$0.00
3/12/2021	7:00 AM - 7:00 PM	Conference Hall C +D	Event	Tulsa County Courthouse Docket	4800	\$2,205.00
3/12/2021	7:00 AM - 7:00 PM	Grand Gallery	Event	Tulsa County Courthouse Docket		\$0.00

Total Rental Amount: \$4,410.00

Rental Discount: 3,010.00

Total License Amount: \$1,400.00 (\$750.00 per day)

*On the Event Start Date, if Licensee needs additional move-in time before the time of use listed above, there will be an additional \$125 per hour charge to cover labor and utilities. The Licensee will be asked to allow ASM staff to share the Licensed Area beginning at 2pm on the first day of the Event so the ASM team can begin setting up its equipment. Licensee will continue to have access if a full move-in date is contracted. If the Licensee is unable or unwilling to allow ASM staff in the Licensed Area, a \$1,000 fee will be charged for the additional labor required to compensate for staffing. In the event load out for the Event, including all load out performed by third party vendors, should extend beyond the time of use listed above, \$500 will be charged for every additional hour on Fridays and Saturdays, and \$300 for every additional hour on Sundays-Thursdays.

Food/Beverage Minimum: None

Payment Schedule:

<u>Item</u>	<u>Due Date</u>	<u>Amount</u>
Total License Amount Balance	Contract Signature	\$1,400.00

TEN BUSINESS DAYS PRE-EVENT

AV Services Estimate	January 15, 2021	\$TBD
Ancillary Expenses Estimate	January 15, 2021	\$TBD

CMF# 20210015

Total Estimated Event Amount:

\$1,400.00

*A taxable 22% administration fee will be applied to all food and beverage sales (including alcohol) and AV Services. A current sales tax will be added to all items to include food, non-alcoholic beverages, alcoholic beverages (low-point and high-point alcohol products), labor, rental, floral, audio-visual equipment charges, and administrative fees. An additional Mixed Beverage Gross Receipts Tax (currently 13.50%) will be applied to any alcoholic beverages purchased (high point alcohol only). Taxes and Service Charges are exclusive in the calculation of the Food & Beverage Minimum. If Food & Beverage Minimum is not met, TOTAL RENTAL AMOUNT as stated above will be due.

Special Concessions

- 1.1 Complimentary tables and chairs per room per one (1) set up to venues inventory.
- 1.2 Internet wi-fi for up to three computers will be priced at \$250.00 total.
- 1.3 Power for three tables will be \$70.00 total. Extension cords will be provided complimentary.
- 1.4 Notwithstanding anything stated elsewhere in this License Agreement, in no event shall Licensee's total financial liability to Lessee under this License Agreement for the total for rent, labor, utilities, AV Services, Ancillary Expenses, Event Expenses, Special Concession or any other charge, fee, tax or expense exceed \$11,000.00.

All planner resources referenced in this Use License Agreement can be found at <https://coxcentertulsa.com/planner-resources/>.

LICENSEE:

LESSEE:

Board of County Commissioners of the County of Tulsa

ASM - COX BUSINESS CONVENTION CENTER

By (signature):



By:



Stan Sallee, Chairperson, Board of County Commissioners of the County of Tulsa

Print Name and Title

Angie Teel, Assistant General Manager

Date: 1/4/21

Date: Jan 5, 2021

This Cover Sheet is qualified in its entirety and is incorporated by this reference into the License Agreement between Licensee and ASM, a complete copy of which is attached hereto.

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.12.29 16:54:43 -06'00'

Assistant District Attorney

LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of Thursday, December 17, 2020, by and between ASM GLOBAL, a Pennsylvania general partnership, with an address at 100 Civic Center, Tulsa, OK 74103 ("**ASM**"), and **Board of County Commissioners of the County of Tulsa** whose address is 500 S. Denver Suite 302, Tulsa OK 74103, (the "**Licensee**") and made in connection with the Tulsa County Courthouse Docket (the "**Event**") to be held in Tulsa, OK during the dates of Friday, January 29, 2021 and Friday, March 12, 2021 as outlined in the Licensed Area table above.

BACKGROUND

A. ASM is a party to a Management Agreement (the "Management Agreement") with the City of Tulsa (the "**City**") and Tulsa Public Facilities Authority ("**TPFA**"), with an effective date of June 26, 2013, whereby ASM has been retained to act as managing agent in respect of the venue commonly known as ASM-Cox Business Convention Center (the "**Venue**"), located at 100 Civic Center, Tulsa, OK 74103, which is owned by the City and leased to TPFA effective July 1, 2007.

B. Licensee desires to use all or a portion of the Venue, as set forth on the Cover Sheet (the "**Licensed Area(s)**"), for the purposes stated herein.

C. Pursuant to the Management Agreement, ASM has the express authority to enter into agreements on behalf of City and TPFA relating to the use of the Venue. Accordingly, ASM grants to Licensee, and Licensee hereby accepts from ASM, a license to use the Licensed Area(s) in accordance with the terms and conditions set forth herein.

In consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. LICENSED AREA(S)

1.1 Subject to ASM's receipt of the First Installment (defined in [Article V](#)), ASM agrees to reserve (hold) for Licensee's use the space identified on the Cover Sheet (the "**Licensed Area(s)**") on the Event Day(s), as well as during the anticipated or projected arrival and departure dates of Licensee's attendees (the "**Event Transition Date(s)**") and together with the Event Date(s), the "**Designated Times**") set forth on the Cover Sheet. Licensee shall be responsible for the rental rates listed on the Cover Sheet during the Designated Times (the "**License Rate(s)**"). The earliest date listed on the Cover Sheet is referred to herein as the "**Event Start Date**."

1.2 Licensee is obligated for all Licensed Area(s) contracted during the Designated Times. If Licensee cancels the Event, ASM may, but is under no obligation to, resell the Licensed Area(s) during the Designated Times. If ASM resells the Licensed Area(s) during the Designated Times for an amount that is equal to or exceeds the Total Estimated Event Amount identified on the Cover Page, ASM will refund to Licensee, within 30 days following the conclusion of the replacement event, all amounts ASM received from Licensee with respect to the Event. If ASM resells the Licensed Area(s) during the Designated Times for an amount that is less than the Total Estimated Event Amount, ASM will refund to Licensee, within 30 days following the conclusion of the replacement event, all amounts ASM received from Licensee with respect to the Event except for an amount equal to the difference between the Total Estimated Event Amount and the replacement event total sales price.

II. ANCILLARY EXPENSES

2.1 In addition to the Total License Amount, the AV Estimate (as defined in [Article III](#)), and the Food/Beverage Expenses (as defined in [Article IV](#)), Licensee shall also be responsible for all equipment rental expenses, labor expenses, and other ancillary expenses associated with the Event ("**Event Expenses**") and, as more fully set forth in [Section 12.1](#), for insurance covering the Licensed Area and all invitees to the Event (including without limitation Licensee's own employees, contractors, and agents, all individuals hired to work the Event, and all Event attendees) ("**Event Insurance**" and together with the Event Expenses, the "**Ancillary Expenses**"). Licensee shall fully reimburse ASM for all costs incurred by ASM associated with Ancillary Expenses and shall make payment in the estimated amount of the same (as identified in [Section 5.2](#) below) no later than

ten (10) business days prior to the Event Start Date. All amounts paid are non-refundable except as set forth elsewhere in this License Agreement. Ancillary Expenses may include, without limitation, the following:

(a) **Extra Services.** Expenses associated with services requested by Licensee over and above the customary usage of the Venue ("**Extra Services**"). Such Extra Services provided by ASM to Licensee and/or required by Venue staffing standards, will be billed to Licensee at ASM's then-current billable rates identified on ASM's "Planner Resources" webpage, found at: <https://coxcentertulsa.com/planner-resources/> (the "**Price List**"). ASM shall determine the level of staffing for such Extra Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that some of the Extra Services are contracted services, the costs of which are subject to change.

(b) **Event staffing.** All staffing is priced according to then-current Price List. All staffing is a four (4) hour minimum charge per incident of needed services ("**per call**"). Certain staffing, such as Dock Marshals, Alcohol Control, Fire Watch, and EMTs, are required based on the type and needs of event. Staffing standards are determined and arranged through the Venue's Event Manager, Security Manager, and Director of Event Services.

III. TECHNOLOGY/AUDIO-VISUAL

3.1 After execution of this Agreement, Licensee may request that ASM provide an estimated cost for ASM to arrange to provide technology services/audio-visual equipment ("**AV Services**") during the Event, which estimate shall be based solely on the facts shared by Licensee at the time of the request (an "**AV Estimate**"). An AV Estimate is not binding on, and AV Services on the Event Dates(s) are not guaranteed by, ASM unless and until Licensee has returned a fully executed copy of the AV Estimate to ASM by the due date included therein. ASM does not guarantee that any changes to the AV Services requested by Licensee after execution of the AV Estimate can be accommodated. Further, any such changes will not be binding on ASM unless documented in a signed amendment to the AV Estimate and may result in additional charges.

3.2 A taxable 22% administration fee will be applied to all AV Services. A current state/local sales tax (currently 8.517% and is subject to change) will be added to all audio-visual equipment charges.

3.3 Cancellation of all or any portion of the AV Services after execution of an AV Estimate is subject to cancellation fees in accordance with the following schedule ("**AV Services Cancellation Charges**"): (A) from the Effective Date through 30 days prior to the Event Start Date, Licensee shall be responsible for 50% of the amount associated with the cancelled portion included in the AV Estimate, (B) from 29-14 days prior to the Event Start Date, Licensee shall be responsible for 75% of the amount associated with the cancelled portion included in the AV Estimate, (C) from 13-1 day(s) prior to Event Start Date, Licensee shall be responsible for 100% of the amount associated with the cancelled portion included in the AV Estimate, and (D) if Licensee agreed to shared AV Services with another event, Licensee shall be responsible for 100% of the amount associated with the cancelled portion included in the AV Estimate, regardless of date cancelled.

3.4 International Alliance of Theatrical Stage Employees (IATSE) Local 354 and ASM have exclusive rights to rig and provide all Stagehand labor in the Venue. All third-party labor brought into the facility by outside contractors for these purposes MUST be employed by your company (and identified per the Contractor Identification policy) or arranged through IATSE Local 354. Absolutely NO other labor companies may be used at any time, including temporary staffing services. Additional fees may apply if you do not adhere to this policy. Exceptions will be reviewed for third party companies.

IV. FOOD AND BEVERAGE

4.1 SAVOR... by ASM is the exclusive food and beverage provider for the Venue. No outside food or beverage of any kind will be permitted to be brought into the Venue by the Licensee or any of the Licensee's guests or invitees. Food items may not be taken off the premises; however, excess prepared food may be donated under regulated conditions to agencies feeding the underprivileged as requested by Licensee. Licensee shall abide by and conform to all terms, conditions, and pricing outlined in the ASM's menu packet, which has been provided to Licensee, and which is incorporated by reference into this Agreement, and shall be fully responsible for all food and beverage expenses associated with the Event (the "**Food/Beverage Expenses**"), in accordance with the following terms:

(a) Food/Beverage Minimum. Licensee agrees to provide a minimum in food/beverage revenue to ASM, not including service charges, administration fees and taxes, equal to the food/beverage minimum identified on the Cover Sheet ("**Food/Beverage Minimum**"). The Food/Beverage Minimum shall be subject to all applicable service charges, administration fees and taxes, which shall be paid by Licensee. (If Licensee desires to issue pre-paid Meal/Beverage vouchers to Event attendees, such amounts will count toward achievement of the Food/Beverage Minimum.) If Food & Beverage Minimum is not met TOTAL RENTAL AMOUNT as stated on the Cover Sheet will be due.

(b) Banquet Event Order. After execution of this Agreement the SAVOR... Catering Sales Manager will discuss all food/beverage requirements with Licensee for Event and issue a report detailing the complete selected menu, expected attendance, beverage services, additional purchased amenities, and the estimated total food/beverage cost for the Event (each an "**Banquet Event Order or BEO**"). A BEO is not binding on, and the menus, services, and amenities listed therein (the "**Food/Beverage Services**") are not guaranteed by, ASM unless and until Licensee has returned a fully executed copy of the BEO to ASM a minimum of three (3) business days before the Event Start Date. ASM does not guarantee that any changes to the Food/Beverage Services requested by Licensee after execution of the BEO can be accommodated. Further any such changes will not be binding on ASM unless documented in a signed amendment to the BEO and may result in additional charges. Written approval via email shall be binding in the absence of a signed BEO.

(c) Tastings. If desired by Licensee (and subject to the minimums described in the following sentence), SAVOR... may offer Licensee the opportunity to taste different menu options and choose the perfect menu for the Event. A complimentary food - tasting for up to four (4) guests (additional guests or alcoholic beverage tastings will incur a charge, added to the final invoice, based on the tasting menu(s) selected) will be made available for events guaranteeing EITHER a minimum of five hundred (500) attendees OR a minimum final menu price of \$35+ per person. Additional guests will incur a charge. All tastings must be scheduled at a mutually agreeable time within two months of, and at least 3 weeks prior to, the Event.

(d) Meal Prices. Charges for meals are determined on a per person basis, subject to the following:

(i) Licensee must provide a guaranteed minimum head count for the Event (the "**Guaranteed Attendance**") to the Catering Sales Manager no later than three (3) business days prior to the Event Start Date. In the event Licensee does not provide the Guaranteed Attendance, in writing, by the deadline stated above, ASM will use the Expected Attendance (listed in the Event Report, defined below, for that function) as the Guaranteed Attendance. ASM will endeavor to accommodate an increase in attendance after the deadline stated above; however, there is no guarantee of product availability. Estimated guest attendance must be provided to the Catering Sales Manager no later than 30 days prior to your function. Should Licensee elect to cancel all or any portion of the event within 30 days of the event, fees may apply to cover costs of product that has been ordered by SAVOR... for respective function(s) as referenced in the XIV. Performance Section.

(ii) Licensee agrees to pay the greater of actual or Guaranteed Attendance.

(iii) An additional charge will be calculated at 1.5 times the original agreed upon per person price for the added attendees above the final Guaranteed Attendance.

(iv) A minimum guarantee of twenty-five (25) people is required for all meal functions (otherwise a \$150.00 service fee shall apply).

(v) Non-Profit organizations must provide proof of non-profit status before any Banquet Event Orders are signed.

(e) Bartender. A bartender fee for both cash bar and host bar will apply. The assigned Catering Sales Manager will outline the minimum sales required in order for the cash bar fee to be waived. An additional bartender labor fee will be charged for any services over six (6) hours. ASM requires one (1) bar per 150 people expected. Additionally, ASM requires bar security for each bar requested, the cost of which is borne by Licensee. All bar service charges are subject to Oklahoma Sales and Liquor Taxes and/or service fee. ASM practices responsible alcohol service and therefore reserves the right to refuse alcohol service to anyone, including the right to terminate the service of alcoholic beverages of your

event if deemed necessary by ASM.

(f) Concessions. It is the discretion of SAVOR... by ASM to offer concessions services based on Event information and history. SAVOR... may require a minimum guarantee of revenue from concession services (separate and apart from the Food/Beverage Minimum identified below, the "**Concession Guarantee**") in order to make this service available. This decision will be made no less than thirty (30) days prior to the start of the Event. The minimum guarantee will be determined by SAVOR... based upon menu selections and concession stands requested by the Licensee. The Concession Guarantee, if required, must be paid by the Licensee no less than ten (10) days prior to the Event date. Failure to pay the Concession Guarantee by the aforementioned deadline will result in the cancellation of any contracted concession service by the Licensee. All concession services must be contracted for a minimum of a four (4) hour timeframe.

(g) Donated Wine or Beer. Licensee must be an eligible non-profit organization as defined by the ABLE commission in order to be permitted to bring in donated wine or beer. All product must have been donated specifically for the Event named herein. The following corkage fees will apply: \$9 per 750ml wine bottle, \$18 per 1.5-liter wine bottle, \$1.50 per beer bottle, and \$200 per keg. Bartender fees will also apply. Sales tax and administrative fee will be applied to all corkage fees. Donated product can only be received by the Venue within 24 hours of the event and Venue must be given 24 hours' notice of delivery. Product will be stored in Venue cooler and made available on event day. Labor is not included, and space is limited. Any remaining donated product, unless pre-arranged must be removed immediately following the conclusion of the event per ABLE Commission guidelines associated with the permit, or it will be considered forfeited. Licensee is required to provide proper paperwork from the ABLE Commission no later than ten (10) days prior to the event to the Catering Sales Manager. Liquor must always be provided by SAVOR....

(h) Tables and Chairs. All tables, chairs, and black or white lap-length linens will be complimentary for the purpose of serving SAVOR... food and beverage. SAVOR... is happy to place specialty linens from a third-party vendor for your tables. Please be aware that any specialty linens must be provided to us at least 8 hours prior to your event start time to ensure that our staff are available to place them.

4.2 Administrative Fee & Taxes; On-Site Adjustments. A taxable 22% administration fee will be applied to all food and beverage sales (including alcohol). A current sales tax will be added to all items to include food, non-alcoholic beverages, alcoholic beverages (low-point and high-point alcohol products), labor, rental, floral and administrative fees. An additional Mixed Beverage Gross Receipts Tax (currently 13.50%) will be applied to any alcoholic beverages purchased (high point alcohol only). Any on-site adjustments, additions, or replenishments of the Food/Beverage Services will be reflected on the Final Invoice (defined in Section 5.4).

V. PAYMENTS

5.1 Total License Amount and Estimated Food/Beverage Expenses. Licensee shall pay ASM the Total License Amount and estimated Food/Beverage Expenses, each as identified on the Cover Sheet, in accordance with the following schedule: (i) a first deposit installment in an amount (the "**First Installment**") equal to: (A) 25% of the Total License Amount plus (B) 25% of the Food/Beverage Minimum (together, the "**Installment Amount**") shall be paid by Licensee immediately upon execution of this Agreement; (ii) a second deposit installment in the Installment Amount shall be made by Licensee no later than 180 days prior to the Event Start Date; (iii) a third deposit installment equal to the Installment Amount shall be made by Licensee no later than 90 days prior to the Event Start Date; and (iv) a fourth payment equal to (A) the total then-remaining balance of the Total License Amount (as it may have been adjusted as the result of a Change Order Request, as defined in Section 6.1) plus (B) the then-remaining balance of the Food/Beverage Expenses (which amount shall not be less than 25% of the Food/Beverage Minimum) (the "**Fourth Installment**"), shall be paid no later than ten (10) business days prior to the Event Start Date. All deposit installment amounts paid hereunder are security for full payment of the fees and expenses under this Agreement and are non-refundable when subject to contract cancellation or default.

5.2 Estimated Ancillary Expenses and AV Estimate. No later than ten (10) business days prior to the Event Start Date, Licensee shall pay ASM the total of all Estimated Ancillary Expenses (as determined by the pre-event estimated invoice) and the total amount included in the AV Estimate (the "**Ancillary and AV Estimated Costs**").

5.3 Late Fee; Event Cancellation. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM a late charge equal to the lesser of 1.5% and the maximum amount allowed by law per month on the unpaid balance. **Further, if the Fourth Installment and the Ancillary and AV Estimated Costs have not been paid by the date that is one (1) days prior to the Event Start Date, the license granted pursuant to this Agreement shall terminate automatically, the Event will be cancelled, Licensee's access (and the access of its employees, contractors, agents, and attendees) to the Venue will be denied, and ASM shall not refund any amounts previously paid by Licensee hereunder.**

5.4 Final Event Amount. Within 10 business days following the Expiration Time (defined in Section 8.1(a)), ASM will calculate (i) the actual, final Total License Amount, (ii) the actual, final Food/Beverage Expenses (which shall not be less than the Food/Beverage Minimum), (iii) all actual Ancillary Expenses, (iv) all actual expenses associated with the AV Services, (v) all taxes, administrative fees and other amounts owed pursuant to this Agreement, and (vi) any applicable discounts (the "**Final Event Amount**"). If the total amount of all payments previously made by Licensee hereunder (the "**Prior Payments**") is *less than* the Final Event Amount, then ASM shall issue a final invoice balance to Licensee (the "**Final Invoice**"). If the total of all Prior Payments is *more than* the Final Event Amount, then ASM shall issue a refund check to Licensee. On Licensee's receipt of final invoice from ASM, all balances are immediately due and owing.

5.5 Direct Bill (Optional). If Licensee completes a direct billing application (provided upon request) and is approved by ASM for direct billing, then all payments otherwise due hereunder after the First Installment (which must be paid upon execution of this Agreement), shall be suspended until such time as ASM delivers the Final Invoice. Payment of all amounts included on the Final Invoice shall be due within 30 days following issuance of the Final Invoice.

VI. SPECIFICATIONS

6.1 In the event the Licensee desires a change in the modifications to the Event specifications identified on the Cover Sheet (the "**Specifications**") after the execution of this Agreement, the Licensee may make a written request that ASM modify the Specifications (a "**Change Order Request**"); however, ASM may grant or deny a Change Order Request in its sole discretion, taking into consideration, among other things, availability of space at the Venue. Changes to the Specifications, including without limitation additional space requests, may result in an increase in the applicable Rental Rate(s), the Total License Amount, and/or an increase in the Food/Beverage Minimum.

VII. TERM

7.1 The License granted pursuant to this Agreement will be effective as of the Event Start Date, and will continue in effect, unless earlier revoked terminated in accordance with the termination provisions of this Agreement, until the Expiration Time (defined in Section 8.1(a)).

VIII. USE OF THE VENUE

8.1 ASM hereby grants Licensee, upon the terms and conditions of this Agreement, a license to use the Licensed Areas, including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the Designated Times. Without limiting the generality of the foregoing, the following terms of use shall apply:

(a) It is expressly understood by the parties hereto that the Venue shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end time of the last Function listed on the Cover Sheet (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Functions and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Venue to be completely vacated at or prior to the Expiration Time.

(b) In the event Licensee desires to use the Licensed Areas or any other portion of the Venue at any time other than during the Designated Times, Licensee shall request from ASM prior written permission to use such areas of the Venue. In the event such permission is granted, Licensee shall pay, as additional rent, an amount equal to the sum of ASM's actual costs for performing its obligations under this Agreement during the additional date(s) and time(s) requested, and a fee in an amount determined by ASM to represent a fair value for use of such

additional areas of the Venue during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM's management and operation of the Venue, ASM utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that ASM shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Venue is one component of a planned complex that includes other non-Venue areas (such other non-Venue areas are collectively referred to herein as the "**Complex**"). Licensee further acknowledges that ASM will use reasonable efforts to minimize for Licensee any inconvenience or disturbance that may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM's reasonable control.

(e) The Venue is to be used solely for the purpose of the Event. Licensee shall not use the Venue, or permit the Venue to be used by any of its officers, directors, agents, employees, licensees, or invitees (the "**Licensee Parties**"), for any unlawful or immoral purpose, or in any manner so as to injure persons or property in, on, or near the Venue. subject to the Governmental Tort Claims Act, Licensee shall be solely liable for any Losses occurring at the Venue (whether within or without an Licensed Area) caused to ASM, City, TPFA, and/or persons and/or property in, on, or near the Venue before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Venue, (ii) any unlawful acts on the part of the Licensee Parties, (iii) the negligent acts, errors and/or omissions or the willful misconduct of the Licensee Parties, (iv) the material breach or default by the Licensee Parties of any provisions of this Agreement, and (v) any and all rigging from or to the physical structure of the Venue or any fixture thereto, set-up, alterations, and/or improvements at or to the Venue necessitated by and/or performed with respect to the Event.

(f) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities and in conformity with ASM's published Event Policy Guide, found: <https://coxcentertulsa.com/ant-content/uploads/2019/11/CBCC-Event-Policy-Guide.pdf>. Licensee shall provide to Company, for ASM's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by ASM. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. ASM reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the ASM and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

IX. CONDITION OF VENUE

9.1 Licensee acknowledges that Licensee has inspected the Venue and that Licensee is satisfied with and has accepted the Venue in its present "**AS-IS**" condition. ASM shall have the continuing obligation and responsibility to maintain and keep the Venue in good order and repair, consistent with its present condition, normal wear and tear excepted; provided, however, that (a) the failure by ASM to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM, shall not be considered a breach of this Agreement by ASM, and (b) any damages to the Venue and its appurtenances caused by the Licensee Parties shall be paid for by Licensee at the actual or estimated cost of repair, agreed between the parties in writing.

9.2 Licensee shall not make any alterations or improvements to the Venue without the prior written consent of ASM. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Venue, except movable trade fixtures, shall, at the option of ASM, (a) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of City. Any damage caused by Licensee Parties in connection with the installation or removal of alterations or improvements shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM.

9.3 Removal of large amounts of trash by the Venue will result in additional cleaning charges. Licensee will be billed for damages to the floor, walls, and any other surfaces. Licensee shall be billed for any dumpster delivery/service for large quantities of event trash or abandoned items. ASM will determine dumpster needs and include these charges on the Licensee's estimated or final invoice.

9.4 If the Event involves a trade show, exhibition, or consumer show, Licensee agrees to only mark exhibit hall floors with chalk and remove all exhibit materials, decorations, cartons, containers, pallets, and associated trash in the exhibit area and will leave the exhibit area in a "broom-clean" condition. A \$1,000.00 cleaning fee will be assessed if the facility is left is less than "broom-clean" condition.

X. DELIVERIES; LICENSEE PROPERTY

10.1 ASM may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee. ASM assumes no responsibility whatsoever for any property placed in the Venue. Standards and stipulations are set forth in Cox Business Center Event Policy Guide.

XI. EVENT REVENUES; TAXES

11.1 ASM shall retain one hundred percent (100%) of all revenues generated in connection with the sale of food and beverages at the Venue. In addition to payment of the Ancillary Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Venue, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

11.2 ASM shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

XII. INSURANCE; INDEMNIFICATION

12.1 Licensee shall, unless self-insured, at its own expense, secure and deliver to ASM not less than thirty (30) business days prior to the Event Start Date, and shall keep in force at all times during the term of this Agreement or the Licensee's occupancy of the premises, whichever is longer, and written by insurance companies licensed to do business in the state of Oklahoma: (i) a comprehensive commercial general liability insurance policy in form acceptable to ASM, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and One Million Dollars (\$1,000,000) per occurrence for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities, or issues related to the Event hereunder but not limited to: sporting events, high risk events, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices; (ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM for business use covering all vehicles operated by the Licensee Parties in connection with their activities hereunder, whether owned by Licensee, ASM, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence (including an extension of hired and non-owned coverage), aggregate or policy limits may cause rejection of the insurance policy as inadequate, in ASM's sole judgement, if aggregate or general limits of liability are stated, Licensee and its insurance carrier shall certify that a minimum of \$2 Million Dollars (\$2,000,000) remains of the policy or general aggregate; and (iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law. The terms of all insurance policies referred to herein shall preclude subrogation claims against the ASM Parties. The following shall apply to the insurance policies described in **clauses (i) and (ii)** above:

(a) ASM GLOBAL, their affiliated companies, the City of Tulsa, TPFA, and their respective officers, directors, agents, and employees shall be named as additional insured thereunder. Licensee and its insurers shall agree to waive any rights of subrogation against the additional

insureds named herein.

(b) Not less than thirty (30) business days prior to the first date listed on the Cover Sheet, Licensee shall deliver to ASM certificates of insurance evidencing the existence thereof, all in such form as ASM may reasonably require.

(c) Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to each of ASM GLOBAL, Event Manager, 100 Civic Center, Tulsa OK 74103, and City of Tulsa, 175 East 2nd Street, Suite 690, Tulsa, OK 74103."

(d) If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM at least ten (10) business days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(e) The coverage provided under such policies shall be occurrence-based, not claims-made.

(f) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 12.3 below.

12.2 In the event Licensee fails to provide proof of the insurance required by this Section, ASM shall, at Licensees' sole cost and expense, purchase the required insurance through ASM GLOBAL at the rate of One Dollar (\$1.00) per person for actual attendance calculated. The cost of such insurance shall be included on the Final Invoice.

12.3 Licensee, its agents, employees, permittees and independent contractors shall not in any event be required to indemnify, defend, or hold harmless, ASM, City, TPFA, or their elected officials, officers, directors, servants or employees with respect to any claims, judgments, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omissions of ASM, City, TPFA or their elected officials, officers, directors, servants or employees.

XIII. DEFAULT, TERMINATION, AND OTHER REMEDIES

13.1 Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to pay any amount due hereunder when the same are required to be paid hereunder, (ii) any Licensee Party fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM shall be in default under this Agreement if ASM fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM fails to commence a cure thereof within five (5) business days after ASM has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding **clause (ii)** above, if the breach by Licensee Parties is such that it threatens the health, welfare, or safety of any person or property, then ASM may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

13.2 Termination by Reason of Default. Upon a default pursuant to Section 14.1, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM from Licensee hereunder until the completion of an investigation relating to such violation.

13.3 Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of

employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

13.4 Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

13.5 Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM by reason of this Agreement are unique and that ASM may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement, and that therefore ASM, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Venue, or to provide evidence of fulfillment of its obligations of this Agreement.

XIV. PERFORMANCE

14.1 Should Licensee not comply with the terms of this agreement, fulfill its commitments, or elect to cancel the entire Agreement, ASM will suffer damages including, but not limited to loss of potential license revenue, food and beverage revenue and/or ancillary revenue, which are unknown and difficult to calculate. ASM and Licensee agree that the clauses below will provide for specific liquidated damages as a reasonable estimate of ASM's losses (the "**Liquidated Damages**") and do not constitute a penalty or punitive damages.

14.2 The Event is expected to produce minimum revenues for ASM equal to the Total Rental Amount plus the Food/Beverage Minimum. If Licensee elects to cancel this agreement, modify or change the date of the Event, Licensee agrees to provide written notice to ASM accompanied by the payment indicated in the Liquidated Damages scale identified below.

14.3 All payments previously made by Licensee under this Agreement are non-refundable and will be applied to the Liquidated Damages amount total due. All Rental Rates for the purpose of this calculation shall be at Total License Value.

14.4 Based on the function room rental and minimum food and beverage as outline in this agreement, the Licensee is expected to product the following revenues herein as the "License Value":

Function Space Rental Amount	\$1,400.00
Contracted Food & Beverage Minimum	\$0_____
Total License Value	\$1,400.00

XV. REPRESENTATIONS AND WARRANTIES

15.1 Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

XVI. CIVIL RIGHTS ACT

16.1 During the performance of the Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

XVII. AMERICANS WITH DISABILITIES ACT

17.1 With respect to any Event at the Venue, Licensee recognizes that it is subject to the provisions of Title III of the Americans with Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Venue, together with the common areas inside, and accepts such access, common areas, and other conditions of the Venue as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Venue complies, and continues to comply, in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Venue in order to accommodate Licensee's usage.

XVIII. USE OF INFORMATION

18.1 Licensee hereby acknowledges and agrees that ASM shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

XIX. CONSTRUCTION OF THIS AGREEMENT

19.1 Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Oklahoma, without giving effect to the conflict of law principles thereof. The parties agree that venue of any action arising out of this Agreement or incident thereto shall be proper exclusively in a court of competent jurisdiction in Tulsa County, Oklahoma, and each party waives any objection to such venue.

19.2 Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and do not affect the terms of this agreement.

19.3 Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM and Licensee with respect to the Venue and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the City, TPFA or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgment.

19.4 Severability. If any provision, or a portion of any provision of this Agreement, is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

19.5 Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

19.6 Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

19.7 Independent Contractor; No Partnership. ASM and Licensee shall each be, and remain, an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

19.8 Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

XX. MISCELLANEOUS

20.1 Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

20.2 Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained herein will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and (b) any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified, then for a period of 12 months after such expiration or termination.

20.3 Assignment. Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM. To the extent City and/or TPFA retains another management company to manage the Venue or undertakes to manage the Venue, any references to ASM herein shall be deemed changed to reference such management company, as agent for City and/or TPFA, or to City and/or TPFA, as the manager of the Venue.

20.4 Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either: (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt. In any case, notice addressed to such party as set forth below, or as a party designated by written notice given to the other party in accordance herewith, (iv) or when delivered via written e-mail by ASM to party at the e-mail address licensee has provided below (and initialed consent to accepting such delivery).

If to ASM: Jennifer Thornton
jthornton@asmtulsa.com
ASM - Cox Business Convention Center
100 Civic Center
Tulsa, OK 74103

If to Licensee: Michael Willis
Tulsa County Clerk
mwillis@tulsacounty.org
Board of County Commissioners of the County of Tulsa
500 S. Denver Suite 302
Tulsa, OK 74103

20.5 Non-Exclusive Use. ASM shall have the right, in its sole discretion, to use or permit the use of any portion of the Venue other than the Licensed Areas to any person, firm or other entity regardless of the nature of the use of such other space.

20.6 Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, acts or orders issued by a State or Federal Court officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. Any payments by Licensee to Licensor shall be promptly refunded or credited towards future use in the event the Event is cancelled or is not able to be held because of quarantine, court order or governmental shutdown.

20.7 Acts and Omissions of Third Parties. ASM shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by ASM in connection with the sale of tickets for any Event.

20.8 Street Closures. Street closures require a City of Tulsa permit and the Licensee will be responsible for submitting all required and approved permits to Cox Business Convention Center. Please discuss any plans in advance with the Event Manager contact assigned by ASM following execution of this Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of December 17, 2020.

ASM - Cox Business Convention Center

100 Civic Center

Tulsa, OK 74103

By: Angie Teel  Date: Jan 5, 2021

Name: **Angie Teel**
Title: **Assistant General Manager, Cox Business Convention Center**

By signing below, Licensee asserts that this Use License Agreement has been accepted as presented by ASM - Cox Business Convention Center without any alteration or amendment to its content.

Board of County Commissioners of the County of Tulsa

500 S. Denver Suite 302

Tulsa, OK 74103

By: Stan Sallee  Date: 1/4/21

Printed Name: Stan Sallee

Title: Chairperson, Board of County Commissioners of the County of Tulsa

Judge Doug Drummond and Michael Willis have sole authority to make changes to event details including, but not limited to: event dates, set up, additional equipment/labor, and food & beverage, all of which may incur additional charges. Requests by any other parties must be approved by Michael Willis in writing.

Initial: JS

Please initial one of the options below to indicate if you would like to have your event publicized on our website, social media, and marquees:

Publicize JS Do not publicize _____

For ASM to be successful, it is integral for the client to uphold the standards set forth in Cox Business Center Event Policy Guide or any submission guidelines that come from ASM. Failure to fulfill these requirements will result in additional costs or fees, or an inability for ASM to meet requested needs for the event. On site requests are subject to; availability of staffing and equipment, day-of additional fees, and time available to accommodate request successfully.

I have received and will fully abide by the posted Cox Business Convention Center's Event Policy Guide.

Initial: JS

I confirm that all contact information listed above for the Licensee, including mailing address, phone number and email address, are correct. If any of the above information changes, I will notify ASM as soon as possible.

Initial: JS

I have received and will fully abide by the posted Cox Business Convention Center's COVID-19 Building Event Standards as set forth in Exhibit A below.

Initial: JS

Approved as to form:
James G. Rea 
Digitally signed by James G. Rea
Date: 2020.12.29 16:55:02 -06'00'
Assistant District Attorney

Exhibit A
Cox Business Convention Center/ASM Tulsa
TULSA, OK
COVID-19 Building Event Standards

Steps that will be taken by ASM Tulsa to ensure the safe operation of events at the Cox Business Convention Center:

EVENT REQUIREMENTS:

ASM Tulsa will conduct future events held at the Cox Business Convention Center in a manner consistent with the ASM Global's Venue Safe Plan [which may be updated from time-to-time to accommodate changes in conditions].

The Cox Business Convention Center and event organizers will adhere to the following COVID-19 related requirements when hosting events at the facility:

- Room Set Requirements:
 - No more than 6 seats at a 72" round table
 - (2) per 8' table
 - (1) per 6' table
 - 6' social distancing for theater sets
 - Exhibit booths must maintain 12' aisles
 - Other special sets will be created with social distancing as directed and agreed upon by ASM management and the event organizer
- Social distancing:
 - The Cox Business Convention Center will promote social distancing (to the best extent possible) in all areas, including but not limited to: staff offices, meeting spaces, gallery space, restrooms, food service areas, break rooms, health and screening areas, and box office.
 - To the extent social distancing cannot be achieved in any area, steps will be taken to install physical barriers such as, Plexiglas at concession stands.
- Face Coverings:
 - Everyone, including but not limited to all ASM Tulsa staff, event employees, third-party personnel (e.g. contractors, service providers, decorators, and media), guests, and event attendees will be required to wear a face covering upon entering the facility and while in common areas shared by other events.
 - Convention Center event staff will encourage attendees to wear masks at all times when in the facility and signage will be placed around the facility to reinforce this message.
- Signage:
 - Use of digital and static signage throughout the facility to remind attendees, among other things, to:
 - Wash your hands often and sanitize frequently
 - Wear your face covering while inside the facility at all times
 - Avoid touching your face
 - We encourage physical distancing to the extent possible
- Environmental Hygiene and Health Screening:
 - All working staff and third-party vendors will be required to have temperature checks prior to working.
 - Gloves and PPE will be distributed to employees upon arrival and gloves will be required for those handling food, disinfectants, cleaning areas, or high-touch surfaces.
 - Hand sanitizer stations will be placed throughout the facility.

- Additional hand sanitizer dispensers at the following locations:
 - Restrooms
 - Concession points of sale
 - Entrances to meeting spaces
- Continuous and enhanced cleaning of all occupied spaces and high touch point areas:
 - Door handles
 - Elevator buttons and escalator handles
 - Hand sinks and tapware
 - Toilets, flush handles and soap and towel dispensers
- Contracting / License Agreements:
 - Cox Business Convention Center will reserve the right to reduce (or increase) the event capacity based upon guidance from local health and public officials.
 - Should the event capacity be reduced to a level that is not satisfactory to the license holder, or the Cox Business Convention Center, either party may reserve the right to cancel the event and return contingency deposits.
 - For events that have expected attendance of 500 or more; event organizers will be required to submit a health and safety plan of event activation to their event manager no later than 120+ days prior to the first event day. This plan must be approved by the Tulsa County Health Department prior to taking possession of the building.
 - At a minimum, the health and safety plan must follow the Cox Business Convention Center requirements listed in this document.

RIDER TO USE LICENSE AGREEMENT

This Rider to Use License Agreement (the "Rider") supplements and shall be a part of the attached Use License Agreement, and to the extent that the Rider and any term or condition of the Use License Agreement are inconsistent, this Rider shall control.

- 1. The Premises; No Warranties.** Licensee accepts the Facility on an as-is basis, including without limitation with respect to compliance with laws concerning accessibility, environmental conditions, health and safety, sanitation and structural condition and design. Licensee acknowledges and agrees that it has been afforded the opportunity to inspect the Facility and that Licensee has satisfied itself that the Facility is suitable for Licensee's use and that Licensee is not relying upon any statement or representation by Operator concerning such suitability. Licensee waives any claim concerning the condition or suitability of the Facility, including with respect to Licensee's intended or actual use of the Facility. Licensee unconditionally accepts the Premises without any warranty of any type or nature, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose and any purported warranty that the Premises is free from or protected against the presence of COVID-19 virus.
- 2. Health and Safety Plan.** Licensee shall prepare a Licensee Event Operations Plan (the "Plan") substantially in the form attached hereto and shall provide the Plan to Licensor no less than 30 days prior to the Event. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in conditions. Licensor reserves the right in its sole discretion to review the Plan, and to accept or reject it. Licensee shall comply in all respects with the Plan and any and all rules imposed by Licensor (in addition to all applicable laws, regulations, codes, ordinances, orders and similar requirements).
- 3. Licensor's Employees.** Licensee shall take all appropriate steps to ensure that Licensee's activities and use of the Premises does not negatively impact the safety and welfare of Licensor's employees.
- 4. Force Majeure.** If Licensee's Event is not held on the contracted date due to the occurrence of a Force Majeure (as defined in the Use License Agreement), then the parties will mutually agree on a new date for the Event and any amounts paid by Licensee as deposit or otherwise shall be applied as follows: first, to reimburse Licensor for any actual, out-of-pocket expenses incurred in anticipation of the Event, and second, at Licensee's option by refund or as prepayment for the Event to occur on the new Event date.

The undersigned parties have duly executed this Rider effective as of the date of the attached Use License Agreement.

LICENSEE

By: 

Name: Stan Sallee

Title: Chairperson, Board of County Commissioners of the County of Tulsa

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.12.29 16:55:19 -06'00'

Assistant District Attorney






17 - Agreement-BOCC-ASM Global -Tulsa County Courthouse Docket CMF# 20210015

Final Audit Report

2021-01-05

Created:	2021-01-05
By:	Jennifer Thornton (jthornton@asmtulsa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATFISECI61IAUiq6KbiONUmDQQ10d_6va

"17 - Agreement-BOCC-ASM Global -Tulsa County Courthouse Docket CMF# 20210015" History

-  Document created by Jennifer Thornton (jthornton@asmtulsa.com)
2021-01-05 - 9:28:59 PM GMT- IP address: 98.190.47.4
-  Document emailed to Angie Teel (ateel@asmtulsa.com) for signature
2021-01-05 - 9:29:50 PM GMT
-  Email viewed by Angie Teel (ateel@asmtulsa.com)
2021-01-05 - 10:13:05 PM GMT- IP address: 76.254.208.150
-  Document e-signed by Angie Teel (ateel@asmtulsa.com)
Signature Date: 2021-01-05 - 10:15:07 PM GMT - Time Source: server- IP address: 76.254.208.150
-  Agreement completed.
2021-01-05 - 10:15:07 PM GMT