
MEMO

APPROVED
7/1/2024



DATE: June 26, 2024

FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – Tulsa County Public Facilities Authority

Submitted for your approval and execution is the attached lease agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Assessor's Office and Tulsa County Public Facilities Authority for rental of a booth at the SageNet Center Lower Level during the Tulsa State Fair beginning September 26, 2024, through October 6, 2024, at a cost of \$2,035.00, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / adr

SUBMITTED FOR: The July 1, 2024 BOCC meeting agenda.

CMF# 20241282

**2024 TULSA STATE FAIR
VENDOR & CONCESSIONAIRE RULES & GUIDELINES**

Agreement is for open space rental only. Any expenditure for structures or improvements required by Lessee, such as buildings, tents, trailers, wiring, sewage, plumbing, etc., shall be the responsibility of the Lessee. The Authority agrees to furnish booths located inside buildings, with fire resistant drapes with an 8' high back and 36" high sides, and a standardized advertising sign 7" x 44". If electricity is required by Lessee, an electrical usage fee, determined by Authority, will be charged to Lessee, in addition to booth rental. Accurate electrical requirements must be submitted; power is provided based on submitted requirements. If electrical requirements change after September 15, 2024, and the Authority can accommodate, a \$250.00 charge will be assessed to make necessary adjustments. In addition, any wiring or special requirements needed for stands or exhibits are Lessee's expense and will be installed by the Authority. Any lines, pipes or connections needed to reach available outlets for water or sewage will be installed by the Authority, at the expense of Lessee, and must meet all applicable codes and regulations. Charges for labor and materials supplied by the Authority's designated electricians will be paid at the time the service is performed, according to the rates established for such services and materials.

It is also hereby agreed that Vendor Gate Admission Badges and / or Gate Admission Tickets issued to Lessee are solely for the use of personnel manning Leased Premises and are not to be sold, exchanged or transferred under any circumstances.

Lessee must be setup and ready for operation prior to **10am, Thursday, September 26, 2024**, and remain in full operation each day through close. Lessee must remain in operation until **9pm, if inside a building, and 11pm, if located outside, Sunday, October 6, 2024**, when verbal releases will be given for removal of equipment. Late setup or early tear down will result in a \$250.00 fee and Lessee will not be permitted to participate in future event years until fees are paid in full.

Additional Provisions of Agreement

1. Lessee shall not assign, sublet or apportion the whole or any part of the Leased Premises, nor exhibit therein, nor permit any other party to exhibit therein, any goods or advertising matter other than those manufactured, distributed or sold by the Lessee in the regular course of its business. Likewise, the Lessee shall not permit any representative of any person or business, other than its own, to solicit business or take orders in the Leased Premises. The rights and privileges granted by the Authority in this Agreement are only those stated herein.
2. Ford is the Presenting Sponsor of the Tulsa State Fair. Therefore, all booths utilizing a vehicle for any purpose must display a Ford vehicle. Prior approval must be given for any vehicle display in a booth and must be listed on the Lease Agreement.
3. Any item or structure placed by the Lessee upon the property of Authority shall conform and be operated in compliance with requirements of the Authority, public health agencies and all applicable City, County, State and Federal laws, rules, ordinances and regulations.
4. Obstructing visitor's passageways, use of public address systems, recorders, bells, loud music or any other objectionable devices or methods of attracting attention shall not be permitted. The Authority, in its sole discretion, shall have the power to decide what is objectionable and instruct Lessee to stop or to eliminate such conduct, and all such decisions shall be final.
5. Solicitation of Tulsa State Fair patrons by Lessee or agents of Lessee outside of or away from the Leased Premises shall not be permitted. The Authority may remove signs or advertising matter of any kind deemed objectionable by the Authority, in its sole discretion, without liability or damage therefore.
6. Lessee must conduct business within the boundaries of their booth and booths must be opened and manned during Tulsa State Fair hours of operation.
7. Exhibit Building Hours of Operation:

Thursday, September 26, 2024	11am – 10pm
Friday & Saturday, September 27 & 28, 2024	10am – 10pm
Sunday, September 29, 2024	10am – 10pm
Monday – Thursday, September 30 – October 3, 2024	11am – 10pm
Friday & Saturday, October 4 & 5, 2024	10am – 10pm
Sunday, October 6, 2024	10am – 9pm

Independent Midway Hours of Operation:

Thursday, September 26, 2024	12pm – 11pm
Friday & Saturday, September 27 & 28, 2024	11am – Midnight
Sunday, September 29, 2024	11am – 11pm
Monday – Thursday, September 30 – October 3, 2024	12pm – 11pm
Friday & Saturday, October 4 & 5, 2024	11am – Midnight
Sunday, October 6, 2024	11am – 11pm
8. At no time can alcohol be sold, sampled, on display, etc. within the leased premises. You will be subject to random compliance evaluations by the Oklahoma ABLE Commission and are liable for any penalties, fees or charges that may be incurred.
9. All drawings or contests must be conducted according to and in compliance with the policy adopted by the Authority concerning such drawings and contests and any applicable state laws. The Lessee hereby acknowledges receipt of a copy of such policy; refer to Handbook.
10. Any item found to be objectionable by the Authority, in its sole discretion, whether advertised, displayed, used or offered for sale by Lessee, shall be immediately withdrawn and removed from the Leased Premises. If item is not removed immediately after request of

the Authority, the Authority may close the Leased Premises and remove Lessee without liability or any claim by Lessee for damages or otherwise.

11. Lessee shall visibly post refund policy in booth and provide contact information in the form of a business card or on the receipt upon purchase.
12. Authority reserves the right to book entertainment for the Tulsa State Fair in multiple locations during various times. Lessees with booth assignments in proximity to entertainment locations may be impacted by an increase in noise, audience interaction, foot traffic, etc.
13. The Authority reserves the right to regulate the commodities and services offered by Lessee, the manner of display thereof, the prices received for same, if any, and the type and location of price signs which Lessee posts for benefit of patrons. Lessee further agrees to honor all distribution rights and privileges granted by the Authority, if any, and to purchase from such distributors all such products or services required by Lessee for use or sale at the Tulsa State Fair. Product, menu and pricing changes must have prior approval.
14. Pricing for commercial products and food and beverage will be on file in the Vendor Office and will remain the same throughout the duration of the Tulsa State Fair. Vendors and Concessionaires will not confront competitors or engage in price wars; such conduct may result in cancelation of space.
15. All money deposits accepted by the Lessee on merchandise, goods or sales must be received by Lessee according to and in compliance with the policy adopted by the Authority concerning such deposits. The Lessee hereby acknowledges receipt of a copy of such policy; refer to Handbook.
16. All percentage-based vendors / concessionaires must report sales daily online. Settlement schedule for operation dates below:

Operation Dates	Settle Date	Settle Time
Thursday – Sunday, September 26 – 29 2024	Monday, September 30, 2024	10am – 4pm
Monday – Sunday, September 30 – October 6, 2024	Monday, October 7, 2024	10am – 12pm

Sales must be reported online no later than 12pm, daily. Settlements must be completed at the Vendor Office based on the schedule above. **Failure to report sales online or settle in person by the deadline, will result in a \$250.00 fee per occurrence.**

17. The Authority reserves the right to audit sales of all percentage-based vendors / concessionaires. The Authority may use any form of audit technique it deems necessary. Such audits will not unduly harm or hinder Lessee's normal sales activities, but Lessee agrees to timely provide all records and to cooperate fully.
18. All excess exterior cords of any trailer or concession stand must be zip tied and coiled at stand by 10pm, Tuesday, September 24, 2024. Electrical cords must be figured 8 under or at stand. Violation of this policy will result in a \$25.00 charge per day.
19. Grease and any liquid substance poured in non-approved areas will result in a \$25.00 charge per offense; refer to Handbook for approved areas.
20. Lessee needing on-site supply truck / trailer parking is required to submit the [Supply Truck / Trailer Request Form](#); space is limited. Authority is unable to guarantee space availability and is not responsible for damage, theft, service interruption or loss of product while on-site.
21. In the event of sickness or injury to Lessee, Authority and Lessee agree that this Lease Agreement may be terminated and that neither party hereto shall assert a claim for non-performance hereunder by the other party, provided that Lessee shall notify Authority as soon as reasonably possible, by telephone and / or telegram, of the discovery or occurrence of such sickness or injury and further provided that sickness of or injury to Lessee preventing a scheduled event shall be certified to for the benefit of the Authority by a licensed doctor. The doctor's certification shall set forth the nature of the sickness or injury and state that, in the doctor's opinion, the sickness or injury was or is sufficiently severe to prevent the Lessee from attending on the date(s) missed or to be missed by Lessee. Failure to provide such certification to Authority within seventy-two (72) hours of the first event missed by Lessee shall be deemed conclusive evidence Lessee was capable of attending on the scheduled date(s) at the scheduled time(s).
22. If at any time subsequent to the signing of the Agreement, the Authority deems it in the best interest of the Authority to cancel the Agreement or to change the dates as set forth in this Agreement, the Lessee accepts such action without claim for loss or damage except the right to make written request for return of amounts paid hereunder, which request must be made within fifteen (15) days of the mailing of notice to Lessee. If the Authority does not receive request for refund within such fifteen (15) days, Lessee shall be deemed to have accepted and agreed to such change.
23. Should Lessee find he / she is unable to participate in the Tulsa State Fair and requests a refund, cancelation of Lease Agreement and request for refund must be made in writing or email to the Authority. No refund will be made without written or emailed notice. A cancelation fee of \$100.00 will be assessed to any Lessee canceling his or her Lease Agreement between the dates of May 1 – June 14, 2024. A cancelation fee of \$200.00 will be assessed to any Lessee canceling the Lease Agreement between the dates of June 15 – July 14, 2024, only applicable if space is resold. After July 15, 2024, there will be no refunds of monies paid on cancelation of Lease Agreement or services ordered. Leased space will be canceled and reassigned. All refunds will be processed after the 2024 Tulsa State Fair.

This section shall not apply if the event is canceled due to a Force Majeure Event (as such term is defined below).

24. In case the Leased Premises are destroyed or damaged by fire or any other cause, or if any other unforeseen occurrence or Force Majeure Event shall render the fulfillment of this Agreement by Authority impossible, then either party has the right to terminate this Agreement immediately upon notice to the other party. Lessee shall be liable to pay booth rental only up to the time of such termination and Authority shall return to Lessee a pro-rata refund of any amounts prepaid but unearned as of the date of such termination; equipment

and service fees are non-refundable. Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

"Force Majeure Event" shall mean any act, event or condition which is beyond the reasonable control or avoidance of a party including, but not limited to, an act of God; an act of a public enemy; civil disturbance or unrest; lawsuits; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics or pandemics (including COVID-19 and any variations or mutations thereof and any related epidemics/pandemics or residual effects); quarantine restrictions; other disease or illness; strike, lock-out or labor dispute (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage (such as a bomb threat or actual or threatened cyber-attack); unusually severe weather (including hurricane, earthquake, tornado, landslide, blizzard or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; any action or change in law, regulation or rule by a governmental entity or other governing body (such as a professional sports league); a change in league rule or schedule; a day of national mourning; shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, technical facilities, equipment or transportation; or any cause whatsoever, whether similar or dissimilar to the foregoing, beyond the reasonable control of a party. For avoidance of doubt, the parties agree that the failure of the parties to list a particular act, event or condition in the foregoing definition shall not, in of itself, preclude such unenumerated act, event or condition from qualifying as a Force Majeure Event.

25. Lessee agrees to abide by all Fire Marshal Codes, including, but not limited to, hood suppression system, propane prohibited in the buildings, charged and inspected fire extinguisher, etc.
26. The Authority will charge \$25.00 for all checks returned from the Lessee's banks.
27. No promises, representations, agreements, or conditions have been made or agreed to which are not stated fully herein.
28. ~~The Authority shall not be responsible for any loss or damage to property or injury to the person or persons of Lessee, its employees or agents, from any cause whatsoever. The Lessee, in signing this Agreement, expressly releases Authority from any and all claims for such loss, damage or injury.~~
29. ~~The Lessee agrees to defend, indemnify and save and hold harmless the Authority from any and all loss, cost expense, debt, liability or judgment incurred for any cause of action, claim or damage, liability, cost or expense to persons or property, resulting directly or indirectly from the acts or omissions, merchandise sold, presence or operation of the Lessee, its agents, representatives or employees before, during or after the event named herein.~~
30. The Authority shall be the final arbiter of disputes between vendors and / or concessionaires.
31. ~~The Lessee agrees to reimburse the Authority for any attorney fees expended by the Authority in enforcing any provision of this Agreement.~~
32. Agreement shall be governed by and construed pursuant to the laws at the State of Oklahoma. The district court of Tulsa County, Oklahoma, shall have exclusive jurisdiction and venue regarding any dispute arising hereunder. If any clause, term or provision of this Lease is illegal, invalid, or unenforceable under present or future laws during the term of this Lease, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the full extent permitted by law. Further, no amendment or modification of this Lease shall be valid or binding unless in writing and signed by the parties.
33. ~~Lessee agrees to have comprehensive General Liability Insurance coverage on its operation at the Tulsa State Fair of at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, and Auto Liability / Non-Owned and Hired Auto Liability of \$1,000,000.00 Combined Single Limit, naming "Tulsa County Public Facilities Authority" and "Tulsa State Fair" as additional insured with a waiver of subrogation in favor of the Authority. If personal vehicle, please provide proof of insurance. Lessee agrees to furnish the Authority with a certificate of insurance showing evidence of these coverages with additional insured status and a waiver of subrogation on both policies. Lessee may purchase General Liability insurance through the Authority (the Authority has an agreement with HUB International Mid-America to provide comprehensive General Liability Insurance coverage of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per quoted fees, subject to change). A 5% processing fee will be charged for insurance purchased from HUB International Mid-America. Lessee shall not be allowed to set up at the Tulsa State Fair without proof of such comprehensive General Liability Insurance and Auto Liability / Non-Owned and Hired Auto Liability Insurance or proof of automobile insurance if personal vehicle.~~
34. ~~In order to comply with an Oklahoma state law, Lessee is required to provide proof of Workers' Compensation Insurance coverage for full-time and / or part-time employees working at the Tulsa State Fair, unless Lessee falls into one of the exemption categories as noted by the Oklahoma Department of Labor. Lessee agrees to furnish Authority with a certificate of insurance indicating proof of coverage with a waiver of subrogation in favor of the Authority or may purchase this insurance through the Authority's group policy program that has been set up with CompSource of Oklahoma. The fee quoted to us at this time is \$175.00 for each Lessee; subject to change. A 5% processing fee will be charged for insurance purchased through CompSource of Oklahoma. The Oklahoma Department of Labor has indicated that it will cite any employer at the Tulsa State Fair who does not carry the required workers' compensation insurance on its employees.~~

It is further mutually agreed and understood that the provisions in the [Tulsa State Fair Rules and Regulations Handbook](#), available on the Tulsa State Fair website, governing this event are made part of this Lease Agreement as if fully set forth herein and that such provisions contain the entire agreement of the parties concerning this Lease Agreement, and no other promises, understandings, representations or agreements shall be of any force or effect.

IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH ALL PROVISIONS OF THIS LEASE AGREEMENT.