

## Campbell Art Park Use Agreement

This Agreement is entered into between Oklahoma Contemporary Arts Center, Inc. (Licensor) and \_\_\_\_\_ (identified below) on this \_\_\_ day of \_\_, 2015 and sets forth the agreed upon terms and conditions for use.

Organization: \_\_\_\_\_

Event: \_\_\_\_\_

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_

Period of Lease: \_\_\_\_\_

Agreed Upon Fee: \_\_\_\_\_

Payment Due: Upon the signing of the agreement

Damage Deposit: \_\_\_\_\_

### Additional Terms and Conditions

1. Licensed Space. Licensed space shall include the specific premises shown (outlined in blue) on Attachment A attached hereto.
2. Accessories. Licensee shall be responsible for all tables, chairs and/or other items necessary for use of the premises during the event. Licensee shall supply any security for the event as may be deemed necessary by Licensee or required by Licensor in Licensor's sole judgment. Said accessories shall be approved by Licensor.
3. Clean-up. Licensee will leave the area free and clear of any trash and debris and dispose of the same in appropriate containers provided by Licensee. Deposit will be reimbursed after approval of park inspection.
4. Legal Compliance and Public Safety. Licensee will comply with all laws, ordinances, and regulations, including tax and license fees of any governmental agencies or bodies. Licensee further agrees that it at all times will conduct the event activities with full regard to the public safety and abide by requests of any authorized agency responsible for the same.
5. Control of Premises. It is understood that through this Agreement Licensor does not relinquish its rights to control and manage the facility and enforce all necessary laws, ordinances, and regulations. Licensor shall retain the right to interrupt or terminate the event or eject any person if in the sole judgment of Licensor, such action is necessary in the interest of public safety or legal compliance.
6. Alcohol. No alcohol will be allowed on the premises except when specifically agreed upon by separate addendum which shall be attached hereto and made a part hereof and signed by the parties.
7. Insurance. Licensee agrees to provide a certificate of insurance for Commercial General Liability including Products Liability with a \$1,000,000 combined single limit naming Oklahoma Contemporary Art Center, Campbell Art Park, LLC, Kirkpatrick Family Fund and Oklahoma City Community Foundation as Additional Insured. As appropriate the Licensee will also provide proof of insurance covering Workers Compensation and the serving of alcohol on the premises. Additional Riders may be required for the use of bleachers. In the event Licensee hires a sub-contractor or vendor these insurance requirements will be applied to those entities.
8. Waiver of Subrogation. Licensor also waives any rights to insurance subrogation.
9. Assignment and Estoppel. Licensee shall not assign or transfer of its rights under this Agreement to any person or entity without the written consent of Licensor and Licensor shall not be bound by any contractual arrangements of Licensee with any other party.
10. Indemnity. Licensee agrees to indemnify, defend and hold harmless Licensor, its affiliates, employees, and agents for all demands, claims, suits, actions and liabilities, including costs and reasonable attorney fees, resulting from injuries or death to any person or damage to property or loss of property by Licensee or its invitees.
11. Entire Agreement. This Agreement with the approved and signed Application, Site Plan, and Rules and Regulations document constitutes the entire Agreement between the parties and may not be modified or amended except in writing and signed by all parties.

Accepted by:  
Oklahoma Contemporary Arts Center

Licensee:

\_\_\_\_\_  
Donna Rinehart-Keever, Executive Director

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_