

MEMORANDUM

TO: Tulsa Board of County Commissioners
FROM: Mark Andrus
DATE: June 21, 2017
SUBJECT: Approval of Three Year Facilities Lease Agreement
Akdar Shrine

On Wednesday, June 21, 2017, the Tulsa County Public Facilities Authority approved a Three-Year Facilities Lease Agreement with Akdar Shrine.

Per the lease agreement between TCPFA and the Tulsa BOCC, all lease agreements in excess of two years require approval of the BOCC.

With this memo, I am requesting approval of this agreement (copy attached).

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY OKLAHOMA

By: _____
Ron Peters, Chairman

Attest:

County Clerk

Item for BOCC Agenda for Monday, June 26, 2017

Consider and vote to approve Long Term Facilities Lease Agreement (3 years) with Akdar Shrine

FACILITIES LEASE AGREEMENT

This agreement by and between the Tulsa County Public Facilities Authority ("TCPFA"), a public trust (hereinafter called "Lessor"), and Akdar Shrine, 2808 South Sheridan, Tulsa, Oklahoma, 74129 (hereinafter called "Lessee").

WITNESSETH:

Upon accepting the terms and conditions in this Agreement, Lessor grants, and Lessee accepts, a non-assignable right for such Lessee to use and occupy that portion of the Expo Square described as follows: **Pavilion** (hereinafter called the "Leased Premises"), pursuant to the plat of said grounds on file at Lessor's office, with the understanding that Lessee shall have the right of ingress and egress through designated halls and corridors of the building where the Leased Premises are located (hereinafter called the "Building"), but acquires no other right in any other part of the Building than the part specified. Unlawful use of the Leased Premises or unlawful activities during the event or use of the Leased Premises for purposes other than as specified herein will result in immediate termination of this Agreement, without liability to Lessor, and Lessee shall remain liable for the full rental. Lessor may rely on appearance or predominant activity and reports of its employees and agents. This Agreement may not be transferred, assigned or sold in whole or in part, to anyone without the prior written agreement of Lessor.

Lessee represents that the Leased Premises are being rented for the purpose of: **Akdar Shrine Circus** and agrees that if under this Agreement Lessee makes any other use thereof by which, under Lessor's regular schedule of charges, a higher charge would be due than that herein set forth, Lessee will, upon demand, pay to the Lessor the difference between the proper charge and the charge set forth.

Under this Agreement Lessee is entitled to use and occupy the Leased Premises:

Move In	Event Beginning	Event Ending	Move Out
8am; February 20, 2018	8am; February 22, 2018	10pm; February 25, 2018	11:59pm; February 27, 2018
8am; February 26, 2019	8am; February 28, 2019	10pm; March 3, 2019	11:59pm; March 5, 2019
8am; February 25, 2020	8am; February 27, 2020	10pm; March 1, 2020	11:59pm; March 3, 2020

Rental Fee

Lessee shall pay to Lessor, as rental for the use of the Leased Premises, the sum of:

2018		
Facility Rental per Event Day:		\$2,480.00
Utility Charge per Event Day:		\$335.00
2019-2020		
Facility Rental per Event Day:		\$2,600.00
Utility Charge per Event Day:		\$350.00

- Deposit:**
Deposit of **\$2,000.00** due on January 2 of each agreement year. Balance of all charges and expenses due on final event day. Failure to pay will constitute an event of default hereunder.
- Acceptance by Lessor of payments due hereunder at later times than herein agreed shall not constitute an agreed amendment, and the number of times of such acceptance notwithstanding, Lessor, at its option, may require strict compliance with the provisions for the date and place of payment. It is hereby agreed that time is of the essence for payments due under this Agreement.
- On all admission events where contract requires a percentage of gross for settlement, pre-numbered tickets will be utilized and a certified ticket printer's manifest will be submitted. **Expo Square reserves the right to require Lessee to use Expo Ticket Xpress, a bonded full service ticket agency that will provide ticket sellers and takers; separate ticket office agreement to be arranged.**
- If rental is based on square footage, such footage will include exhibit area. Lessee's representative will be required to sign a plat showing actual space used and Lessee will be charged for that amount of space.

If for any reason such rental is not paid as stated above, it is agreed that any box office receipts in the possession of the Lessor may be applied to the payment of such rental and Lessee waives all rights to that portion of the box office receipts necessary to pay such rental. Lessee shall furnish Lessor a copy of the ticket printer manifest before each event. Lessor shall have the right to count all unsold tickets after each event day.

Move In or Move Out

- Move in or move out days include time required by show decorator and equipment rental company.

Move In/Out Day(s)	Rate per Day	Additional In/Out Day(s)	HVAC per Hour
February 20-21 and February 26-27, 2018	\$130.00	\$285.00	\$120.00, if requested
February 26-27 and March 4-5, 2019	\$135.00	\$300.00	\$125.00, if requested
February 25-26 and March 2-3, 2020	\$135.00	\$300.00	\$125.00, if requested

Facility Surcharge

1. Lessee agrees to charge and collect, in addition to its otherwise applicable admission charges, a facility surcharge in the amount of One Dollar (\$1.00) for each paid adult admission to its event. All facility surcharges so charged and collected shall be remitted to Lessor for its sole use and benefit without restriction, together with a written accounting verifying the accuracy of the amount on a form provided by Lessor. Lessor shall have the right to examine and copy Lessee's books and records relating to the foregoing during normal business hours to verify the accuracy of Lessee's calculations and remittances.
2. At the time of execution of this contract, it has not been determined whether the facility surcharge will be subject to state sales and tourism tax. Lessee may be required to withhold and remit State sales and tourism taxes. In such circumstances, facility surcharge revenue less any applicable State sales or tourism taxes will be remitted to the Lessor as above provided.
3. All admission tickets (or a sign at show entrance) must state: "Admission price includes a \$1 Expo Square facility surcharge". All advertisement of ticket prices must include \$1 surcharge in total ticket price. Surcharge report and payment must be received by the final event date of each agreement year. If Lessee does not charge for admission to event, Lessee will be charged a fee of \$250.00, in lieu of \$1 per adult ticket sold.

Other Charges

Unless stated to the contrary in this Agreement, Lessor agrees to furnish the Leased Premises to Lessee lighted, heated, and cleaned with its usual scenic and/or stage equipment available, provided that additional charges may be made intended for special seat setups, special electrical and utility services and special additions or arrangements of the public address system, which additional charges shall be set forth in the enclosed Event Manager's Handbook hereto.

1. If rental is based on square footage, such footage will include exhibit area. Lessee's representative will be required to sign a plat showing actual space used and Lessee will be charged for that amount of space.
2. Lessee agrees to pay for any wrecker service at current cost, if required.
3. Cost of available services listed in Event Manager's Guide and will be charged at current year's rate.
4. A 1 ½ % per month late charge will be assessed to all bills outstanding beyond 30 days of billing date. A \$25 fee will be charged for any insufficient checks returned. Failure to pay will constitute an event of default hereunder and any future holds will be released.
5. If rental is based on percentage of gross ticket sales, the \$1 per adult ticket sold surcharge will be deducted from gross sales and percentage calculated on that figure.

THE ENCLOSED EVENT MANAGER'S GUIDE IS A BINDING PART OF THIS CONTRACT. BY SIGNING THIS CONTRACT, LESSEE AFFIRMS THAT HE OR SHE HAS READ THE EVENT MANAGER'S GUIDE, UNDERSTANDS THE CONTENT AND AGREES TO COMPLY WITH ALL REGULATIONS SET FORTH THEREIN.

Insurance

1. Lessee must provide Lessor with general liability insurance coverage of \$1 Million Combined Single Limit (bodily injury and property damage). A certificate of insurance, as described in the Expo Square Insurance Requirements rider attached hereto, naming Tulsa County Public Facilities Authority as additional insured, covering move in, event days and move out, must be returned no later than three weeks before event begins. The certificate of insurance must state the contract name as well as the event name or the certificate will not be accepted. Lessee will not be allowed to move in or otherwise occupy the Leased Premises until insurance is received by Lessor. If a certificate of insurance is not timely received by Lessor, the event will be cancelled and all payments by Lessee will be forfeited.
2. When the Lessee has one or more employees working at this event in any capacity, the Lessee shall procure, pay for and keep in force Worker's Compensation insurance for and on behalf of, and protecting, the agents and/or employees of such Lessee. Further, the Lessee shall insure that all laws of the State of Oklahoma regarding such insurance are complied with. It is Lessee's responsibility to assure that all service contractors have valid public liability and worker's compensation insurance in effect.
3. Insurance Requirements Rider is a binding portion of this facility lease agreement.

Food and Beverage

1. Lessor has exclusive rights to all concessions and catering for the Leased Premises. At no time will Lessee or their exhibitors be permitted to bring any food or beverage items into the Leased Premises to be consumed, sold or given away.
2. Lessee will not be permitted to block access to concession stands. Lessee is required to submit a plat of exhibitor booth locations to Lessor prior to sale of exhibitor booths.
3. No kitchen privileges will be granted to any group.
4. Tulsa County Public Facilities Authority has entered into a sponsorship agreement with Great Plains Bottling Company (Coca Cola). The agreement prohibits the display of any signs, banners, or public address

announcements that promote or advertise other soft drink products or the sale or dispensing of other soft drink products in any of the facilities, parking lots, or property controlled by Lessor. Lessor reserves the right to display permanent signage promoting Coca Cola in all of its facilities and property. Lessee may not cover or block such signage without the express written consent of the President/CEO of TCPFA. The prohibition to sell, dispense, advertise or promote competing beverage products of Coca Cola applies to the Lessee, sublessees, hospitality areas, show offices, and any exhibit or exhibitor associated with this event.

Hold Harmless

Lessee agrees to indemnify and save Lessor free and harmless from any and all loss, cost, expense, claim or liability for damages to any person or persons, for injuries to person, or personal injuries resulting in the death of any person, or loss or damage to property occasioned by or in connection with the use of the Leased Premises. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Leased Premises or to any portion of the Building with the consent of Lessee, or by or with the consent of Lessee's employees, or any person acting for and on behalf of Lessee, and Lessee agrees at Lessee's cost and expense to have present at all times sufficient police force to maintain order and protect persons and property.

Cancellation

Event cancelled within 90 days of event, Lessor will retain deposit; within 91-180 days of event, Lessor will retain 50% of the deposit; 181 days or more, Lessor will retain twenty percent of the deposit. If Lessee cancels event less than 90 days prior to event, Lessee will be required to pay balance of building and / or arena rental.

Security

1. All gatemen, ticket takers, ushers, and security shall be provided by Lessor and arranged through the Lessor at Lessee's expense; all security services will be charged at current year's rate. Exhibitor and employee entrances shall be designated by Lessee.
2. Lessor reserves the right at all times to require Lessee to control all employees and the right to require Lessee to remove from the Leased Premises any and all such employees of Lessee and the right, with its officers and agents, including its police officers, to eject any objectionable person or persons from the Leased Premises. In the event of the exercise of such authority, Lessee hereby waives any and all claims for damages against the Lessor on account thereof.
3. Lessee shall provide all of its exhibitors and employees with identification to gain admittance to the Leased Premises.

Other Terms

1. Lessee shall not bring or permit anyone to bring into the Building or keep therein anything that will increase the fire hazard or the rate of insurance on the Building or any property therein. Lessee shall not bring or permit any person to bring into said Building any animals, or any other property of any kind without the consent of Lessor and shall not place or put up any decorations without the consent of Lessor. Lessor reserves the right at any time to require Lessee to remove from the Building any animals, furniture, fixtures, wiring, exhibits, or other things placed therein by Lessee without such consent and to terminate this Agreement without notice or damage in the event Lessee does not promptly comply therewith.
2. Lessee has right to utilize outside company to furnish golf carts to show exhibitors / vendors; note all golf carts on premise must obtain permit from Lessor and provide proof of insurance on vehicle. Lessor reserves the right to enter into an exclusive agreement to provide and/or service golf carts and require lessee to utilize exclusive company.
3. Lessor has exclusive rights to all ATM machines on premises; no outside ATM vendors are permitted.
4. Lessor, through its designated representatives, shall have the right at any time to enter any portion of the Building for any purpose, and the entire Building, including the Leased Premises expressly covered by this Agreement, shall at all times be subject to exercise of control by the Lessor's authorized representatives. This provision shall not authorize or empower Lessor to direct the activities of the Lessee or assume any liability for the same.
5. Lessor will furnish lights as existing in the Leased Premises and no other artificial lighting shall be permitted without the written consent of Lessor.
6. Lessor shall have the authority to require a Lessee staging any public performance to open the doors to event at least one hour, or as may be necessary, in advance of such performance and to have personnel sufficient to insure orderly conduct of the patrons or invitees of Lessee.
7. Halls, ramps, sidewalk, entrances, exits, and lobby of Building shall not be obstructed by Lessee nor used for purposes other than ingress or egress. Restrooms and concession stands shall not be obstructed by Lessee. Fire regulations and the requests or orders of fire officials shall be strictly obeyed; including access at all times to unlocked fire exit doors and fire lanes adjacent to the Building. This requirement is effective from move in through move out. The State Fire Marshall has the authority to close a show if he/she feels that fire lanes are blocked to the point of presenting a dangerous situation. In addition, all drapes and other items shall be at least three feet from any air conditioning/air intake vents.

8. Lessor reserves the right after the termination of the time for which the Leased Premises are rented in this Agreement to remove from the Building all property and effects remaining and to store the same wherever it sees fit at the cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee on account of removing and storing any such items. For such additional period beyond the term of this Agreement as any items belonging to Lessee shall remain in the Building, Lessor shall be entitled to charge a reasonable sum per day. Any such property and effects not claimed by Lessee within ten (10) days after the termination of the time for which the Leased Premises are rented pursuant to this Agreement shall be conclusively presumed to have been abandoned by Lessee and shall become the property of Lessor.
9. Lessee agrees to pay reasonable attorney's fees on any amount payable by it pursuant to this Agreement which may be collected by suit or legal action.
10. In case the Leased Premises or the Building are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by Lessor impossible, then the term of this Agreement shall end on the date of such occurrence and Lessee shall be liable to pay rental only up to the time of such termination; and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Failure on Lessee's part to pay any rental hereunder, or to make any deposit as security against damage to the Leased Premises, or to deposit or furnish any policy of public liability insurance referred to herein within the time herein stipulated, or failure by Lessee to perform any other obligation or breach of any covenant hereunder shall entitle Lessor to immediately terminate this Agreement and/or exercise any other remedy available to Lessor at law or in equity.
11. Lessee covenants, promises and agrees that, with respect to any performance or use on the Leased Premises of material subject to the copyright laws of the United States of America, that Lessee shall comply with the copyright laws of the United States of America, obtain all necessary licenses or waivers from the holders of copyrights on the copyrighted material used or performed, and prior to the use or performance of any copyrighted material Lessee shall furnish Lessor with documentary proof of compliance with the copyright laws of the United States of America with respect to such copyrighted material. Lessee shall indemnify and hold harmless Lessor with respect to any loss, cost, damage or expense, including Lessor's attorneys' fees, suffered by Lessor due to Lessee's failure to comply with the copyright laws of the United States of America.
12. Lessee shall be responsible for all promotion, decorations, ticket sellers, booth drapes, booth furniture, feed, bedding, judges, announcer, awards, and operation of the event specified in this Agreement.
13. In any advertisement to appear in whatever form, Lessee's event shall be identified by utilizing the Lessee's corporate name or identification that will distinguish it from shows of similar nature. In any advertisement to appear in whatever form (posters, flyers, brochures, newspapers, magazines or for broadcast media) the Leased Premises shall be identified as: **Pavilion at Expo Square**.
14. Lessee's event will be promoted on the message center located at 21st and Yale. It is Lessee's responsibility to furnish Lessor with correct information for the message center. Lessor is not responsible for malfunctions. Lessee will be allowed to place a sign in front of the **Pavilion**. No other signs will be permitted anywhere on the grounds and if found will be removed at Lessee's expense.
15. All provisions of the Agreement and Event Manager's Handbook which are pertinent to Lessee's exhibitors must be included in information distributed to exhibitors by Lessee.
16. The Lessee warrants, covenants and agrees that it will not conduct, permit, or allow on the Leased Premises any gambling of any kind for money, checks, credit, or any representations of value, including, but not limited to, any "casino nights" or "lottery" as defined in Opinion No. 95-6 of the Oklahoma Attorney General. The Lessee acknowledges that its breach of this provision constitutes a crime under Oklahoma law and renders, at the Lessor's option, this lease void. The Lessee further agrees to indemnify and hold harmless the Lessor for all damages and expenses of any kind, including attorney's fees and future lost revenue, which shall result from any actual or alleged breach of this provision.
17. Lessee is not permitted to assign, sublet, transfer, or pledge this Agreement or any interest therein without the approval in writing from Lessor.
18. Lessee will be charged \$10.00 for each sign that is attached to a painted surface. Total fee will be added to Lessee's final bill, plus any cost of repairs to surface.
19. Lessor retains all motion picture, television, closed circuit, and audio recording rights, unless otherwise agreed upon in writing.
20. This Agreement shall be construed and governed by the laws of the State of Oklahoma and jurisdiction and venue shall be in the District Court of Tulsa County, Oklahoma. Time is of the essence of this Agreement.
21. The parties hereto agree that all acts, rights, duties and obligations hereunder will be undertaken, discharged or exercised in good faith and in a commercially reasonable manner.
22. Lessee shall, in the use of the Leased Premises, at all times abide by the terms of this Agreement and all applicable laws, regulations, ordinances and codes of the United States, State of Oklahoma, County and City of Tulsa, and the Tulsa County Public Facilities Authority. This includes but not limited to Oklahoma Department of Labor amusement ride rules, laws and regulations.
23. Signed Agreement and deposit must be returned by **March 4, 2017**, for this Agreement to be considered further by Lessor.

24. Upon failure of Lessee to strictly comply with any term or provision hereof, Lessor shall be entitled to exercise any legal remedy available to it at law or in equity.


IN WITNESS WHEREOF, this Agreement has been executed by Lessee at Tulsa, Oklahoma, on this the **21st** day of **February, 2017**, and has likewise as of the same date, been executed by Lessor.

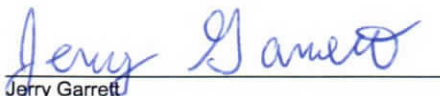
TULSA COUNTY PUBLIC FACILITIES AUTHORITY


Commissioner Karen Keith, TCPFA Chair

AKDAR SHRINE


Bill Crites


Ralph Klumpp


Jerry Garrett


Joe Haynes

SET: 02.21.17