

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT is made and entered into this _____ day of _____, 2014 between the Board of County Commissioners of Tulsa County ("County") and the Oklahoma Department of Rehabilitation Services, Division of Visual Services ("D.R.S.").

The parties hereto do covenant and agree to the following:

1. The County hereby assigns to the D.R.S. appropriate facilities within the following described premises to be used as a Vending Facilities pursuant to 7 O.S. § 71 et seq, as amended:

Tulsa County Court House	300 North Denver	Tulsa, OK
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Tulsa County Jail	500 South Denver	Tulsa, OK
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2. To have and hold the same for a term of 12 months beginning July 1, 2014 and ending June 30, 2015 and with renewable 12 month terms each fiscal year thereafter, upon written agreement of the parties.
3. The County agrees to furnish to D.R.S., during occupancy of said premises, under terms of this Agreement, the following utilities and services; all utilities (natural gas if extant, electric, water, sewer, refuse), except telephone, during normal business hours for each facility.
4. All Managing Operators of said food service shall be selected by the D.R.S. in accordance with the Rules and Regulations Governing the Vending Facility Program, and will manage the facility under the standard contract for such facilities. The Managing Operator may be removed or replaced by the D.R.S. in accordance with the agreement made with the Vending Facility Operators and Rules and Regulations governing the Vending Facility Program. The D.R.S. shall notify the County Commission Chairman, in writing, within five (5) days of any changes in the management of the Vending Facility Program at said facility.
5. The County shall maintain said premises in good repair and usable condition during the continuance of this Agreement with the exception of any food service related equipment or any other property of the Managing Operator or D.R.S. All injury, breakage or damage to the Premises caused by the Managing Operator, or the agents, servants, employees or visitors of Managing Operator, shall be repaired by and at the sole expense of the Managing Operator, normal wear and tear excepted.
6. For the purpose of maintaining the premises, the County reserves the right at reasonable times to enter and inspect the premises and to make necessary repairs thereto.
7. The D.R.S. or Managing Operator shall not install any equipment of any kind or nature whatsoever which will or may necessitate any substantial changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the Building without first obtaining written consent of the County. Consent to modifications shall not imply consent to pay for modifications. If County declines to pay for approved modifications, responsibility for payment will remain with Managing Operator.
8. The Managing Operator shall procure all necessary operating permits and licenses required by law and will conform to all City and State health and fire codes and Federal OSHA standards.

9. The Managing Operator and the D.R.S. shall not assign the premises that are subject to this agreement without preauthorization, in writing, from the County.
10. The Managing Operator shall fully protect, indemnify, and hold harmless the County and the D.R.S. from and against each and every claim, demand or cause of action, and any liability, cost, expense, damage or loss in connection therewith, which may be made or asserted by manager's employees or agents or by third parties on account of personal injury, bodily injury, or death, or breach of contract, or any other liability whatsoever. The Managing Operator shall hold harmless the County and the D.R.S. for any acts beyond their sole control, which interrupt the operations, or cause loss of sales, spoilage, or loss or damage to manager owned property.
11. The Managing Operator shall protect himself/herself by liability insurance against any and all claims for damages to persons or property which may arise out of operations under this agreement, whether such operation by himself/herself or a subcontractor or by anyone directly employed by either of them. A certificate of Insurance must be filed as an Attachment 1 of this agreement and with the Administrator of Visual Services. The public liability insurance shall have limits of not less than \$100/300,000.00 and the property damage of not less than \$50/100,000.00.
12. This Agreement shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed the _____ day of _____, 2012.

OKLA. DEPARTMENT OF
REHABILITATION SERVICES

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

By: _____
Administrator, Division of Visual Services

John Smaligo, Commissioner District 1

Karen Keith Commissioner District 2

Ron Peters, Commissioner District 3, Chairman

ATTEST:

Approved as to legality and form

Pat Key, Tulsa County Clerk

Tulsa County District Attorney