

CENTRAL FARE RENTAL AGREEMENT

DATE: _____

ORGANIZATION/CUSTOMER NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

SECONDARY CONTACT: _____

SECONDARY PHONE OR EMAIL: _____

THIS Rental Agreement (the “Agreement”) is made and entered into as of this _____ day of _____, _____ between Ponca City Development Authority (PCDA), a public trust (“Landlord”) whose address is 400 East Central, Suite 200, Ponca City, Oklahoma 74601, telephone number (580) 765-7070, and _____ (Renter”). Said premises to be leased between said parties consists of the “Central Fare” property located at 210 S. Fourth Street, Ponca City, OK 74601. The foregoing rented premises, as described under section two, below, shall herein be referred to as the “Property”.

1. **TERM AND RENT.** Renter desires to rent the Property on the date(s) of _____. The rented premises may be occupied/used on a 16 hour basis between the hours of 8:00 a.m. and Midnight. The rental fee is _____, payable in full at the execution of this Agreement.
2. **USE OF PROPERTY.** Renter agrees to use the property for a _____. The renter attests that they or a duly responsible party appointed by them will be on the premises during the entirety of the event. Said event shall comply with all local, state and federal rules and regulations. Both parties stipulate that it is the complete responsibility of the Renter to abide by any and all such rules and regulations and the Landlord makes no representations with respect to any responsibility for compliance, changes or waivers with existing rules and regulations.
3. **UTILITIES.** The Renter shall be provided electricity and water free of charge during the course of this contract, provided that such utilities are used exclusively for the stated purpose. Landlord shall also cause the existing lights permanently in place on the premises to operate during the term of this agreement, although any additional lighting shall be the responsibility of the renter. The Renter shall not connect any other vehicle or structure to the utilities on site other than _____ (n/a if

there is nothing specifically requests to connect with utilities. Connections to the utilities shall be permitted only at the location designated by the Landlord. Renter shall supply any and all equipment needed to connect to said utilities. Landlord shall provide The Landlord shall not be responsible for power disruptions that may occur during the course of this contract. Should the power or water become unavailable for a period of time unacceptable to the Renter, the Renter shall have the option of terminating this agreement. In no event shall the Landlord be responsible for any damages caused by a disruption of the utilities nor shall the Landlord be responsible for any damages caused by the utilities to any equipment or the trailer owned by the Renter.

4. **AREA CONTROL AND TENANT STIPULATION.** By signing this agreement, the renter acknowledges that they are aware that the adjacent building on the south side of Central Fare is not a part of Central Fare and may not be used in any way in connection with this agreement. They further stipulate that no bills, paint or any markings of any kind will be made or affixed to the wall on the south side of Central Fare. Furthermore, the renter acknowledges that they shall have no control over any other area nor shall they make any demands of the Landlord, any adjacent property owners or the City of Ponca City.
5. **NO RESTROOM FACILITIES.** By signing this agreement, the renter acknowledges that there are no restrooms at Central Fare nor are the restrooms within the City central building across the street open to public use or use for this event. Any need or desire on the part of the renter to have facilities on site will require the renter, with the approval of the Landlord, to make separate arrangements at their expense for portable units to be temporarily placed on site. Landlord must approve the location of any temporary restroom facilities that the renter brings or has brought on site.
6. **AREA CONDITION.** The Central Fare area which is the subject of this lease shall be surrendered to the Landlord in the same condition as it was when rented. The Renter agrees to repair any damage caused by their operations either to the Central Fare area, any fences, walls, signs or the adjacent building, and/or any utility facilities used by the Renter.
7. **MAINTENANCE AND UPKEEP AND CONDITIONS.** Renter shall keep the Property reasonably free from refuse and any nuisances including but not limited to trash build-up, tied up or roaming dogs or other animals, loud offensive music, open flame, a public address system, aggressive selling, disturbing nearby properties or any other use or behavior that could reasonable be construed as a nuisance. This rental agreement does not include permission to sleep on the premises nor does it include permission to park a recreational vehicle on the premises overnight during the course of this agreement. Renter further agrees to properly dispose of any refuse in a trash can designated by the Landlord. Renter stipulates that it is aware that there is no dumping station on the premises for any stored waste that may be collected as a result of the event and that the Renter shall be responsible for identifying a location off site for this purpose at their complete and total expense should this be necessary.
8. **INSURANCE.** Renter shall at its sole cost and expense, provide and maintain an insurance policy with limits of not less than \$1,000,000.00 per occurrence, applying to property damage, personal injury, and bodily injury. Renter shall provide Landlord with a

Certificate of Liability Insurance within 10 days of the execution of this Agreement, stating the above limits and naming Landlord as an “additional insured”.

9. **SECURITY.** The Renter stipulates that it is aware that there is no on site security on the premises. The security of the Renter’s trailer, equipment and customers shall be the sole responsibility of the Renter. Landlord makes no representation of any responsibility that Landlord assumes for any damages done to the equipment or any incidents involving customers of the Renter.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, Renter shall indemnify Landlord, and its directors, officers and employees, and save them harmless from and against any and all claims, actions, damages, liability and expense arising out of or in connection with (a) loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use thereof by Renter, its employees, agents, invitees and licensees, or occasioned wholly or in part by any act or omission of Renter, its agents, employees, invitees or licensees; and (b) any breach by Renter of any of its obligations hereunder.
11. **AMENDMENTS.** This is the entire Agreement among these parties and neither party shall be bound by any verbal representations altering the terms of this Agreement. Any changes or amendments hereto must be in writing and must be signed by the party or parties to be charged thereby.
12. **BINDING EFFECT.** The terms and provisions of this Agreement shall be binding on, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
13. **TIME.** Time is of the essence of all provisions hereof and of all acts or notices allowed or required hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

LANDLORD:

PONCA CITY DEVELOPMENT AUTHORITY

RENTER:

By: _____

Its: _____

Printed Name: _____

Printed Name: _____