

Ponca City Development Authority (PCDA)
THE SUMMIT AT CITY CENTRAL
Rental Agreement and Policies

DATE: _____

ORGANIZATION/CUSTOMER NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

SECONDARY CONTACT: _____

SECONDARY PHONE OR EMAIL: _____

THIS AGREEMENT, made and entered into and between The Summit at City Central, hereinafter referred to as "PCDA" and the above named party, hereinafter referred to as the "Lessee" hereby covenant and agree to abide by the following provisions:

1. EVENT DESCRIPTION. Upon the terms and conditions contained herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the Lessee of all such covenants and agreements, PCDA does hereby grant unto the Lessee the right to use and occupy the Summit Conference Center at City Central for the purpose of:

Event Name: _____

Event Description: _____

Event Date: _____ Number of Guests Expected: _____

Start Time: _____ am/pm End Time: _____ am/pm

Facilities Leased: Summit Conference Center: _____ Kitchen: _____ Redbud: _____

PCDA to set up facility tables and chairs? (fee required): ____yes ____ no

Lessee to Initial: I will have alcohol served at this event: YES ____ NO ____

Name of Licensed Caterer Serving Alcohol (if applicable): _____

LEASE AMOUNT: _____

Security/Cleanup Deposit: _____

Set Up/Other Fee: _____ - optional _____

Reservation Amount paid:	_____	Date:	_____
Additional Deposit paid:	_____	Date:	_____
Final Amount Paid:	_____	Date:	_____
Setup Fee Paid:	_____	Date:	_____
Security/Cleanup Deposit Paid:	_____	Date:	_____
Security/Cleanup Deposit Refunded:	_____	Date:	_____

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2. The Property shall not be used for any unlawful purpose or any purpose not compatible with a professional business use or with the surrounding area or which may otherwise constitute a nuisance. This *may* include but is not limited to live music concerts, camping, non-city permitted gatherings that are likely to exceed the lawful limit of the facility and any activity not compatible with a C-2 zone.

3. RESERVATION, DEPOSIT, EVENT FEES, SET UP FEES and SECURITY DEPOSIT. PCDA shall schedule all events on a first-come, first served basis. Upon signed return of this contract and a deposit of 50% of the projected fees, a reservation will be considered confirmed. All events booked less than thirty (30) days before the date of the event shall require full payment of estimated fees and deposits and this payment will not be refunded if the event is canceled. Event fees shall consist of any space rental and any other fees as itemized under Section One, above, that arise from agreed upon additional items or services.

4. CANCELLATION and REFUNDS. Cancellations and/or changes made to the contract must be submitted in writing to PCDA. No oral changes will be valid. A deposit of at least 50% of the estimated rental charge is due not less than 180 days prior to the event. The remaining estimated charges are due not less than 30 calendar days prior to the event. If the full amount, including all required deposits, has not been received 30 days prior to the event, the event will be considered cancelled and the renting party shall be entitled to a 50% refund of the conference rental fee and there will be no refund of security, setup and cleaning charges. If an event is canceled more than 30 days prior to the event but less than 90 days prior to the event a 50% refund of the rental deposit and 50% of all security, cleanup or set up deposits shall be provided. If the event is canceled by the rental party 180 days or more prior to the event, a full refund of all funds received shall be provided.

5. ALCOHOL. The PCDA-owned Summit at City Central is a publicly-owned facility and as such, follows all applicable city, state and federal guidelines as they pertain to the use, distribution of alcohol on site. PCDA may, at its discretion allow events to be held at The Summit at City Central at which liquor are served and consumed provided they are not in conflict with any applicable laws or legal prohibitions. Hours of consumption of alcohol shall be limited to the hours of the event and in no case shall alcohol be served past midnight. The renting party acknowledges that neither The Summit nor PCDA have a license to serve alcohol and that if the lessee desires alcohol, they **must** hire a licensed caterer for the purpose of serving any and all alcoholic beverages provided during the event. The licensed caterer must have a copy of their license with them when serving and allow facility staff and security to view if requested. IN NO CASE SHALL ANY SERVED ALCOHOL LEAVE THE PREMISES NOR SHALL ANY ALCOHOL BE PROVIDED BY A NON-LICENSED SERVER.

6. SECURITY. If alcohol is served, the lessee must pay for one or two uniformed, off duty Ponca City police officers at a rate of \$50 per hour each during the time of the event. One uniformed officer is required if less than 250 people will attend and two uniformed officers will be required if more than 250 people will attend. PCDA will arrange for the officers based upon the information provided in Section 1 but **it is the responsibility of the lessee** to individually pay the officers, on site, at the event

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(no billing is allowed). Further, Lessee shall take full and complete responsibility for the serving of alcohol, and for the related actions of its staff, patrons and guests. Lessee shall hire a licensed alcohol server that has coverage for "liquor liability" and shall provide evidence of such coverage at least 10 days prior to use, in addition to having a copy on hand during the event.

For events that will not include alcohol, a uniformed police officer will be required for any event with over 100 people. The payment rate and other arrangements noted above will be the same.

7. CANCELLATIONS DUE TO PUBLIC HEALTH OR SAFETY GUIDELINES OR RESTRICTIONS. The lessee is advised that The Summit at City Central shall abide by any health or other public safety guidelines that may be imposed or recommended due to public health or safety emergencies by the state of Oklahoma or the Center For Disease Control (CDC). In the event public officials restrict or recommend that meetings, conferences or similar events be cancelled due to a public health or a public safety emergency or situation, City Central shall abide by that guidance and shall notify the Lessee of any applicable cancellation as soon as reasonably possible. The lessee shall be entitled to a full refund of any and all funds paid to PCDA to that point. PCDA shall not, however, be liable for any other event cancellation expenses that may have been incurred by the Lessee.

8. OTHER CONDITIONS. The Lessee further covenants and agrees to abide by all rules, regulations, rates, policies, conditions, and limitations of PCDA separately provided to the Lessee.

9. UTILITIES/DISRUPTION OF PREMISES. PCDA shall furnish, at its expense, heat, water, lights and air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by PCDA. PCDA, however, shall not be held responsible for any loss or damage resulting from any lack of heat, water, lights or air conditioning due to an area wide loss of power, (involving more than just the City Central facility), an act of God, water leaks, acts by the Lessee or its guests or the failure of equipment to operate or function properly through no fault of PCDA or its agents.

10. AUDIO VISUAL EQUIPMENT: The Summit at City Central is equipped with general audio visual equipment that may be available to the lessee if requested. It is the responsibility of the lessee to inquire about the specific equipment and it's availability as PCDA makes no specific representation that any particular equipment is on site or available. The lessee agrees to abide by all instructions and rules pertaining to the use of such equipment and shall be responsible for any damage done to the equipment due to negligence, theft during the event, misuse or failure to follow the instructions. Normal wear and tear shall remain the responsibility of PCDA. The lessee may bring in personal or commercial audio visual equipment, provided that the location and use of the equipment is approved in advance by PCDA.

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11. **MAXIMUM CAPACITY:** The lessee is hereby made aware that all rented premises covered under this lease have a maximum capacity limit based upon the number of people and/or any health or government restrictions or guidelines in place at the time of booking. The lessee agrees to limit the number of attendees to that number, per room, and to abide by all fire department regulations and/or any written or verbal instructions provided during the event by either personnel of PCDA, the Ponca City Fire Department or the Ponca City Police Department.

12. **RELEASE OF LIABILITY:** To the fullest extent permitted by law, Lessee shall indemnify PCDA, 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 Lessee, its employees, agents, invitees and licensees, or occasioned wholly or in part by any act or omission of Lessee, its agents, employees, invitees or licensees; and (b) any breach by Lessee of any of its obligations hereunder.

13. **ASSIGNABILITY.** The Lessee's rights under this lease shall not be assigned without prior written approval of PCDA.

14. **COLLATERAL CONTRACTS/PERMITS/LICENSES, AND PERMISSION.** The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, catering and licenses, insurance, special furnishings or decoration, staffing, etc. The Lessee shall be responsible for the procurement and expenses of all licenses, permits and union and trade organization clearances required for use of the leased premises for the purpose stated.

15. **RENTAL RATES.** The Lessee agrees to pay the charges listed under Section One above, in exchange for the use of the leased premises and any provided services.

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POLICIES:

P1. The Lessee and any service provider rendering services at The Summit at City Central for the Lessee must be in compliance with all Federal and State laws and regulations as well as all City of Ponca City ordinances.

P2. The Lessee shall be responsible for describing the use and nature of events on the leased premises under section One, above. Any significant misrepresentation of the event shall be cause for immediate contract termination.

P3. Room rental is for the period of time (start time and end time) noted on page one of this agreement. Such time shall include any decorating, actual event and tear-down time. If more time is needed, an hourly rate can be assessed.

P4. Smoking, vaping or the use of any other tobacco products including marijuana is not allowed on the premises, including the Courtyard on the north side of the building, at any time.

P5. No animals or pets other than legitimate assistance animals are allowed in the building without written permission from PCDA.

P6. Outside catering may be provided at the Lessee's expense and is subject to the following rules:

- a. Lessee is advised that PCDA will not provide any dishes, cutlery, condiments, coffee, tea, water or any other food, beverage or utensils.
- b. If used, the kitchen must be cleaned and left in a condition equivalent to that which it was found.
- c. Clean-up shall include sweeping the floors, cleaning the counter tops, removal of all food and drinks from refrigerators, sinks, coolers, shelves, counter tops, drawers, etc.
- d. All materials not belonging to PCDA must be removed along with any and all refuse.
- e. All trash must be securely bagged, tied and placed in the premises dumpster which will be disposed of using commercially available methods unless other arrangements have been made in advance (recycling, composting, etc.). PCDA is not responsible for any items left in kitchen. All trash shall be disposed of using commercially available means.

P7. No items may be hung, attached, or suspended from the walls or ceilings without written permission from PCDA. The use of nails or other destructive implements is strictly prohibited. Additional fees may apply if this condition is violated.

P8. The use of candles or open flames on the premises are prohibited. Battery operated candles or similar lights are permitted.

P9. PCDA has a limited amount of round tables and individual conference chairs. These tables and chairs may be available for use on premises by the Lessee. It is the lessee's responsibility to determine if the tables and chairs are available and if the available tables and chairs are sufficient for their purposes. PCDA makes no representation regarding the number of tables and chairs that may be

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available for any event unless reserved. The lessee may, with the prior consent of PCDA, have chairs and tables brought in by a contractor. Additionally, the lessee may elect, with specific authorization provided under Section 1 of this contract, to have PCDA's tables and chairs set up by PCDA for an additional fee. Should the lessee elect to set-up the tables and chairs, PCDA assumes no liability for any injury related to the setup if performed by other than an employee of PCDA Summit or a contractor of PCDA specifically hired for this purpose. If the lessee performs the set-up, they shall also be responsible for taking the tables and chairs down and storing them as they found them at the beginning of the event within 90 minutes of the conclusion of the event. If any damage is done to any tables and chairs, whether in the setup or take down or the negligent use of the lessee's guests, shall be deducted from the security deposit as further described in section P10 (Security/Clean). Tables and chairs shall not leave the premises and the lessee shall be financially responsible for the replacement of any tables or chairs removed from the premises. The use of any tables and/or chairs on the outside courtyard shall require the approval of PCDA.

P10. The separate refundable Security/Clean up deposit listed under Section One above, shall be charged to insure the return of the facility to the condition in which it was found. All facilities must be returned to the condition in which they were found by the time specified in the Lease Agreement. This includes, but shall not be limited to, the removal of all materials and waste from the leased, parking, and common areas, the clean-up of all spills and the return of facility equipment to its original location including and tables and chairs set up by the lessee. The damage deposit will be returned within 30 days if the Lessee fulfills their obligation in this paragraph. If the facility is not returned to the condition in which it was found, then the damage deposit may be withheld, and additional charges may be incurred upon correction of the problems by PCDA. The damage deposit is due in full before the event. The damage deposit will not be used to off-set any event related fees.

P11. The throwing of rice, bird seed and rose petals as well as the use of sparklers is prohibited within the leased premises. These items may be thrown or distributed outside premises buildings with express written permission of PCDA. An additional fee may apply for any cleanup not provided by the lessee. The throwing or distribution of confetti is strictly prohibited on all premises.

P12. Lessee is advised that the west parking lot is for building tenants only Monday through Fridays from 6 am to 6 pm. Off street parking lots for the lessee, its agents and contractors consist of the parking spaces along the north side of Oklahoma south of the building, the parking lot at the southwest corner of Oklahoma and Fifth (directly south of the building) or the west side of the building after 6 pm and before 6 am Monday through Friday and all day Saturday and Sunday. The parking lot at the southeast corner of Fifth and Oklahoma (south of First Baptist Church) is not owned or controlled by PCDA and PCDA can make no representation about the availability of parking in this lot. Street parking must comply with all City of Ponca City ordinances and this agreement does not exempt any of the Lessee's agent, contractors or guests from any city ordinance nor does it give explicit permission for any street parking or parking in non-PCDA owned lots. PCDA is not responsible and shall not be held liable for loss or damage to vehicles or property placed in or upon the premises or public streets.

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P13. PCDA shall not be liable for any items left in the building;

P14. The Lessee shall not admit or cause to be present any number of persons beyond the maximum capacity of the leased premises as determined by PCDA, or the amount of people listed on this agreement. In either case, PCDA event staff may shut the event down immediately with no refund of any fees if this number is exceeded.

P15. PCDA shall have the right to move the Lessee into any room at PCDA's discretion. Should the Lessee be moved, no additional room rental cost will be incurred. PCDA will make every attempt to keep the originally booked room and in no case shall the Lessee be moved into a room of less size without their express, written permission.

P16. The Lessee shall not permit any activities to occur that creates a nuisance or disturbance to the building's tenants or neighbors. This includes but is not limited to excessive noise levels, broadcasting vile or profane language, unauthorized use of the hallways, elevators or stairs above the first floor, any impediment to others using the building, the solicitation of tenants for any purpose, traffic disruption, or any general disturbance. Any such disturbance, may be grounds for the immediate cancellation of the event with a loss of all fees and rental charges if, in the judgement of building management or the security officer on duty, the disturbance presents a hazard to event guests, building tenants or the surrounding area.

P17. The Lessee agrees not to use the name "Ponca City Development Authority" or PCDA" in any promotional or informational materials associated with the event. The Lessee may use "The Summit," "The Summit at City Central," or "City Central" in providing information about the event.

The Lessee, by signing this Lease Agreement and Policies, affirms that they are of legal age to enter into a legal contract, that they are the party responsible for all aspects of the event, and that they have read, understood, and assented to all the provisions previously recited as well as any other rules, regulations or policies separately provided. The Lessee also understands that violation of any of the previous provisions is subject to default of the Lease Agreement, fines, suspension from the facility and/or prosecution.

For PCDA:

Signature

Date: _____

Title

Lessee Signature

Date: _____

Print Name/Company/Title (as appropriate)

Lessee Initial: _____

2023

Full Conference Center: With Breakout Rooms:	\$950.00 per day
Full Conference Center: Without breakout rooms:	\$850.00 per day
Full Conference Center: Without breakout rooms:	\$500.00 Half Day (four hours) \$100 per additional hour
Security Damage Deposit (Required-All Rentals): Refundable	\$250 business deposit per day \$400 social deposit per day
Set Up Fee:	\$100 per event