

**City of Stillwater**  
**Winter Wonderland Lease Agreement**

This Lease Agreement is entered into \_\_\_\_\_, 2016 by and between **City of Stillwater**, a municipal corporation located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076, (“Lessor”) and **Visit Stillwater OK, Inc.**, a not-for-profit corporation located at 2617 W. 6th Avenue, Stillwater, OK 74074 (“Lessee”).

WHEREAS, the City of Stillwater is owner of a parcel of land known as “Block 34,” more particularly described on Attachment “A” hereto; and

WHEREAS, the City of Stillwater and Visit Stillwater OK have negotiated an agreement whereby Visit Stillwater OK will lease Block 34 from the City for the purpose of operating a “Winter Wonderland” during portions of the months of November and December 2017; and

WHEREAS, said Winter Wonderland will feature certain recreational activities for the use and benefit of Stillwater citizens and visitors, at minimum including an ice skating rink, live reindeer exhibition, food trucks, a horse-drawn carriage, and “Santa Claus House”; and

WHEREAS, it is the intent of the City of Stillwater and Visit Stillwater OK to enter into an agreement for the lease of said Block 34 for this purpose.

NOW THEREFORE, for and in consideration of the following, the City of Stillwater and Visit Stillwater OK hereby agree to the following terms and conditions:

**1. LEASED PROPERTY.**

The City of Stillwater hereby leases to Visit Stillwater OK the property (“Property” or “Leased Premises”) commonly known as “Block 34,” as more particularly described on Attachment “A” hereto.

**2. TERM.**

The term of this Lease (“Lease Term”) shall commence at 12:01 a.m. on **November 1, 2017** (“Commencement Date”) and shall end at 11:59 p.m. on **January 30, 2018** (“Termination Date”). The Lease will terminate at 11:59 p.m. on January 30, 2018 unless earlier terminated by either party with ten (10) days written notice.

**3. RENT.**

Rent for the Leased Premises (“Rent”), shall be twenty-five dollars (\$25.00), payable in full on or before the Commencement Date. Lessee shall send payment to City of Stillwater, Attn: Chief Financial Officer, 723 S. Lewis / P.O. Box 1449, Stillwater, OK 74076.

**4. USE.**

Lessee shall use the Leased Premises solely for “Winter Wonderland” holiday recreational activities and services as described herein and for no other purpose.

5. **COMPLIANCE WITH APPLICABLE LAW; PERMITS AND LICENSES.**

Lessee shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the use and condition of the Leased Premises and any equipment placed or used thereon and Lessee's operations and activities on the Leased Premises ("Legal Requirements"). Lessee shall obtain all permits required by any federal, state, municipal or other governmental entity necessary for the use of the Leased Premises in accordance with this agreement.

6. **LESSEE RESPONSIBLE FOR ALL SUBCONTRACTORS.**

Lessee shall be solely responsible for all subcontractors or third parties providing activities or services on the Leased Premises. Lessee shall be responsible for ensuring subcontractor compliance with all relevant city, state and federal laws, rules, and regulations. Lessee shall be responsible for ensuring all subcontractors have sufficient comprehensive general liability insurance for activities and services conducted on the Leased Premises.

7. **UTILITIES.**

Lessor shall provide electric and water service to the Leased Premises including the installation of meters and sub-meters. Electric service will also be provided in the area designated for mobile food vendors so that generators are not needed. Said utilities service shall be metered and Lessee shall be responsible, at its sole cost and expense, to pay for all utilities during the term of this Agreement. Lessee understands and agrees that any revenue collected from admission charges for activities conducted in connection with the Leased Premises shall be used to pay any utilities balance due. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof and Lessee shall not be excused from this obligation to pay for utilities in the event that revenue derived from admission charges is insufficient.

*Electric Service Connection*

Lessee understands and acknowledges that the electric service provided requires that Lessee enlist the services of a professional electric contractor in order to for Lessee to connect to the electric service in accordance with the National Electric Code (NEC). Lessee is solely responsible for the costs and hiring of a professional electrical contractor to connect to the provided electric service in the Leased Premises.

8. **PICNIC TABLES & BLEACHERS.**

Lessor shall remove any existing picnic tables in the Leased Premises that are in poor condition or a state of disrepair. Lessor shall place picnic tables in good condition throughout the Leased Premises. Lessor shall also provide at no cost to Lessee the use of one set of bleachers to be used for spectators at the ice rink during the term of this Agreement.

9. **WASTE MANAGEMENT.**

Lessor shall provide at no expense to Lessee trash carts on the leased premises. Lessor shall be responsible for collection of trash during the term of this Agreement.

**10. PORTABLE RESTROOMS.**

Lessee shall be solely responsible for portable restrooms during the term of this Agreement including all costs for the rental and servicing of any portable restrooms required for Winter Wonderland activities.

**11. HOLIDAY LIGHTING.**

Lessor shall provide at no expense to Lessee holiday lighting in and around the Leased Premises. Additional holiday lighting and decorations may be added to the Leased Premises at Lessee's own expense.

**12. SANTA HOUSE.**

Lessor hereby leases to Lessee a designed and decorated "Santa House" for use by Lessee as part of its Winter Wonderland as set forth herein. Lessor shall set up said Santa House in an area designated by Lessee. Lessee shall be responsible for contracting with a Santa Claus or any other activities at the Santa House.

**13. WIRELESS INTERNET ACCESS.**

Lessor shall provide Lessee access to existing Lessor-owned wireless internet ("Wi-Fi") serving the Block 34 area for Lessee use during the term of this Agreement. Any use of said internet access by Lessee shall be at Lessee's own risk. Lessor makes no representation nor warranty regarding quality or consistency of service or connectivity, or security of any data or information transmitted over this service, such as credit card, personal data, or banking information. Lessee is solely responsible for anti-virus and firewall software protection. Lessor assumes no responsibility and shall not be liable for any loss of data, damage, or viruses/malware that may infect Lessor's device on account of its access to, or use of this wireless connection. Lessor assumes no responsibility or liability for physical damage to, or theft of devices. Lessor cannot guarantee that Lessee's hardware or software will work with the provided wireless connection.

**14. CONDITION OF PREMISES AND MAINTENANCE.**

Lessee accepts the Leased Premises in "as is" condition. Except that, prior to the commencement of this Lease, Lessor shall level an area of the Leased Premises designated for the ice rink. Lessee shall provide a designated person to direct and supervise the leveling work and Lessee is solely responsible for inspection and acceptance of the leveling work. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use. Lessee is responsible for any additional improvements necessary to prepare the site for activities. All permanent improvements made to the Leased Premises require the prior written approval of the City Manager.

**15. RIGHT TO INSPECT.**

Lessor shall have the right to enter the Leased Premises at reasonable hours in the day or night to examine and inspect the Leased Premises, make such repairs, additions or alterations as it may deem necessary for the safety, preservation or restoration of the Leased Premises and the improvements, if any, located thereon (there being no obligation, however, on the part of Lessor to make any such inspections, repairs, additions or alterations).



**19. INDEMNIFICATION BY VISIT STILLWATER OK, INC.**

Lessee agrees to save the City of Stillwater and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Lessee, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from the Lessee's operation in connection with the services to be performed in connection with the Leased Premises.

**20. NO CONFIDENTIALITY.**

Lessee understands and acknowledges that the City of Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Lessee pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

**21. APPLICABLE LAW.**

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

**22. ENTIRE AGREEMENT.**

These Terms and Conditions constitute the entire agreement between Lessee and Stillwater. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

Accepted and approved this \_\_\_ day of September, 2017.

City of Stillwater, Oklahoma  
A municipal corporation

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Norman McNickle  
City Manager

Accepted and approved this \_\_\_ day of September, 2017.

Visit Stillwater OK, Inc.  
An Oklahoma Not-for-profit Corporation

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William J. Baker  
Chairman, Board of Directors