

## **Court Refurbishment Agreement**

This Court Refurbishment Agreement (the “Agreement”) is made and entered into as of the date set forth below of the Oklahoma City Council approval, by the Thunder Community Foundation (“Donor”) and The City of Oklahoma City (“City”).

### **Recitals**

Donor wishes to make a charitable gift to the City by refurbishing and/or repaving an outdoor basketball court located in Draper Park at 3816 S Robinson Ave Oklahoma City OK 73109. This Agreement shall govern the terms and conditions of Donor’s gift.

### **Donation**

1. **Project Specifications and Costs.** The Court will be completed pursuant to plans and specifications as agreed upon by Donor and the City of Oklahoma City Parks Director or designee. The estimated cost of the construction is \$15,000.00.

2. **Donation.** City will accept the donation of the improved Court within a reasonable amount of time following the completion of the construction.

3. **Publicity.** City shall not issue any press release or other announcement related to the Court without the prior written approval of Donor. Such approval may be given or withheld by Donor in its sole discretion. Donor acknowledges that this donation and Agreement must be approved and accepted by City, and will therefore be placed on the agenda of the City Council of The City of Oklahoma City, a public body subject to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 *et seq.*

4. **Maintenance.** After acceptance of the donation, City shall at all times be responsible for the maintenance of the court at its sole cost and expense. In addition, after acceptance of the donation, Donor shall have no responsibility, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair or future modifications to the Court, unless mutually agreed upon by the parties.

5. **Branding of the Court.** City acknowledges and agrees that Donor has the sole and exclusive right to brand the Court with Donor’s logos and trademarks. The City Parks Director or designee will approve through written agreement, not to be unreasonably withheld, any third-party sponsored logos and trademarks of the Court. Within the first five (5) years from the date of the agreement, the City agrees that it will not cover, remove, replace, obscure, alter or distort any Donor or third-party sponsor logo on the Court without first consulting with Donor. The logos shall be always visible, provided, however, that nothing in this Agreement prevents or prohibits City from performing regular repair and maintenance work on the Court which may temporarily disrupt the visibility of such logos. City shall not be required to repair or replace any Donor or third-party sponsor logo that is damaged or destroyed through no fault of the City. The City reserves the right to remove or cover the Donor or third-party logos and trademarks if they are found to violate any State laws or City ordinances or policies.

6. **Indemnification.** Donor shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liability arising from the physical refurbishment work and/or installation activities under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon Donor's representatives, successors, and assigns.

7. **Insurance.** Prior to the commencement of any physical refurbishment work and/or installation activities, Donor shall ensure that any contractors and/or vendors conducting any physical refurbishment work and/or installation activities provide an insurance policy of comprehensive general liability coverage with minimum coverage of \$175,000 per person for bodily injury or death, \$25,000 per claim for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. The certificate of insurance shall name City as an additional insured and provide that coverage cannot be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior, written notice by registered or certified mail to City. City will not be responsible to pay any deductibles required under the insurance policy. Upon request of City, Donor shall deliver proof of insurance to City.

8. **Assignment.** This Agreement is binding on, and will inure to the benefit of, the parties and their respective heirs, legal representative, successors, and permitted assigns, but is not assignable by City without Donor's prior written approval which may be given or withheld in Donor's sole discretion.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to its subject matter and supersedes all prior oral and written agreement, if any, of the parties. This Agreement may not be modified or amended except by written agreement executed by all parties.

10. **Governing Law.** This Agreement is governed by and construed in accordance with Oklahoma law.

11. **Venue.** Any controversies or claims between the parties, including controversies or claims arising out of or relating to this Agreement, shall be brought in a court of competent jurisdiction in Oklahoma County, Oklahoma.

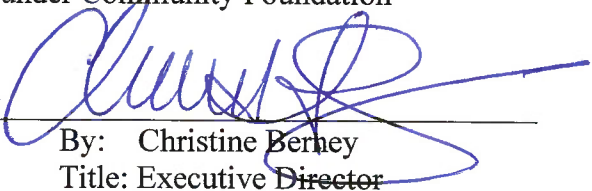
12. **No Joint Venture.** This Agreement shall not created a joint venture, or agency or employment relationship, between the City and Donor, or among their agents, employees, participants, or attendees.

*[Signature Page(s) to Follow]*

**DONOR:**

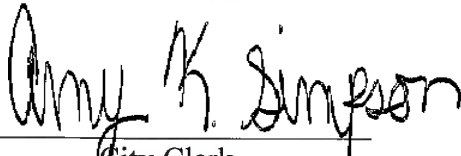
Thunder Community Foundation

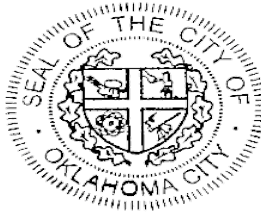
By

  
By: Christine Berney  
Title: Executive Director

**CITY:**


**APPROVED** by the Council of The City of Oklahoma City this 23RD day of  
MAY, 2023.

  
City Clerk



  
Vice-Mayor

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor