

MANAGEMENT AND USE AGREEMENT

This Management and Use Agreement (“Agreement”) is entered into as set forth below between the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) and EPIC Paintball Park, LLC (“Group”).

WITNESS:

WHEREAS, The City of Oklahoma City (“City”) owns property within and adjacent to the North Canadian River Corridor; and

WHEREAS, OCRRA is a public trust of which the City is sole beneficiary; and

WHEREAS, the City has leased the North Canadian River Corridor property to OCRRA; and

WHEREAS, for a number of years, Group has leased various OCRRA property for use with recreational paintball activities available to the public for paid admission; and

WHEREAS, on March 30, 2021, Group began leasing a new site within the North Canadian River Corridor, on some twenty-seven (27) acres near Northwest 10th Street and County Line Road (“Location,” see Exhibit A, incorporated herein); and

WHEREAS, Group desires to relocate and/or expand his paintball operations (“Facility”) at the Location; and

WHEREAS, the current agreement, which expires on March 28, 2024, allows the parties to mutually determine the feasibility of implementing Group’s proposal to privately construct, operate, and maintain the Facility (which may include an axe-throwing area) at the Location; and

WHEREAS, when entering into the current agreement, Group’s stated goal was to secure approval of a Planned Unit Development (“PUD”); complete other site-preparation work; construct the initial phase(s) of the Facility; and be ready to begin Facility operations in spring 2024; and

WHEREAS, however, Group informed staff it has experienced financial challenges in the current economy; and

WHEREAS, Group also said it has not requested to modify the existing PUD, pending information from the City’s Planning Department on necessary steps to initiate that process; and

WHEREAS, Group requested a new agreement to continue preliminary steps to construct the Facility; and

WHEREAS, OCRRA is willing to enter into this Agreement to allow Group to pursue the desired re-zoning and/or PUD modification for the subject property, and to undertake related tasks.

NOW, THEREFORE, the parties agree:

Management and Use Agreement – 2024 – EPIC Paintball Park, LLC

1. ADDITIONAL DEFINITIONS

- A. For this Agreement, “OCRRA” shall mean the Oklahoma City Riverfront Redevelopment Authority or its authorized agent(s).
- B. For this Agreement, “City” shall mean The City of Oklahoma City or its authorized agent(s).
- C. For this Agreement, “Group” shall mean EPIC Paintball Park, LLC, or its authorized agent(s).

2. GRANT AND PURPOSE

- A. OCRRA hereby authorizes Group to use the Location as contemplated herein, consistent with the terms and conditions of this Agreement.
- B. This Agreement shall allow the parties to continue to mutually determine the feasibility of implementing Group’s proposal to privately construct, operate, and maintain the Facility at the Location.
- C. Under this Agreement, Group shall be authorized to apply for, and take all necessary steps to secure, re-zoning of the Location (or a modification to its existing PUD) to allow for constructing and operating the Facility.
- D. If Group successfully completes the steps described in Subsection 2.C., Group shall then undertake other site-preparation work with the goal of constructing the initial phase(s) of the Facility and being ready to begin Facility operations in spring 2025. Group’s responsibilities under this subsection shall be based on available resources, as determined by Group. Group shall not use the Location for other purposes without OCRRA approval.
- E. If Group timely and satisfactorily fulfills the requirements of this section, the parties may enter into a subsequent, longer-term Agreement to allow Group to operate, and fully develop, the Facility at the Location. However, OCRRA is under no obligation to do so.

3. TERM

Upon approval by OCRRA, this Agreement shall be effective from March 28, 2024, through March 31, 2025. This Agreement may also be terminated earlier as provided for in Sections 16 and 17.

4. CONSIDERATION

- A. As consideration, Group shall pay OCRRA one thousand dollars (\$1,000). This payment shall be due, in full, before this Agreement is docketed for OCRRA action.

- B. The parties acknowledge that the financial terms of any subsequent Agreement, as referenced in Subsection 2.E., may differ from those of this Agreement.

5. BUSINESS PLAN AND ARCHITECTURAL RENDERINGS

OCRRA acknowledges prior receipt of Group’s Business Plan and Architectural Renderings for the Facility. OCRRA may request reasonable follow-up information related to both documents. If so, Group shall provide such data as soon as is feasible.

6. QUARTERLY UPDATES

- A. During the Agreement term, Group shall provide quarterly updates to OCRRA on its progress toward securing the required re-zoning/PUD modification and constructing and operating the Facility. Group’s progress shall be evaluated by OCRRA based on Group’s duties as described in Section 2. The first quarterly update shall be due to OCRRA within ninety (90) calendar days after the effective date of this Agreement. Subsequent updates shall be due every ninety (90) days thereafter during the remainder of the Agreement term.
- B. The parties shall mutually agree on the format for the quarterly updates required under Subsection 6.A. (written or verbal report, email, etc.).
- C. Group’s inability to meet the benchmarks described in Section 2 may result in termination of this Agreement for cause. Such action shall be without cost or liability to OCRRA or the City.

7. PERMANENT STRUCTURES

Group shall not install permanent structures at the Location without OCRRA approval. For this Agreement, “Permanent Structures” shall be objects other than “Temporary Improvements” or “Personal Property,” as both terms are defined in Section 10.

8. BUILDING PERMITS

- A. Group shall secure required building permits for its proposed construction and operation of the Facility. Upon request, Group shall provide certified copies of the building permits or similar documentation to OCRRA.
- B. Group’s failure to comply with the requirements of this section may result in termination of this Agreement for cause. Such action shall be without cost or liability to OCRRA or the City.

9. FENCING

With OCRRA approval, Group may install fencing at the Location. If so, Group shall regularly inspect the fencing and maintain it in good repair. Group shall not install locks on gates at the Location without notifying OCRRA and furnishing its authorized agent(s) with duplicate keys.

10. REMOVAL OF TEMPORARY IMPROVEMENTS AND PERSONAL PROPERTY

- A. At the expiration or termination of this Agreement, OCRRA may retain any Temporary Improvements made by Group at the Location. Otherwise, OCRRA may direct Group to remove such items. If so, Group shall promptly return the Location to pre-existing condition or better, normal wear and tear excepted. If Group does not remove the Temporary Improvements as directed, OCRRA may remove and discard those items. Such action shall be without liability to OCRRA or the City. Group shall not be entitled to reimbursement for any Temporary Improvements removed by OCRRA as authorized under this subsection.
- B. At the expiration or termination of this Agreement, Group shall promptly remove all Personal Property from the Location. If Group does not do so, OCRRA may remove and discard those items. Such action shall be without liability to OCRRA or the City. Group shall not be entitled to reimbursement for any Personal Property removed by OCRRA as authorized under this subsection.
- C. “Temporary Improvements” shall include, but are not limited to, fencing and similar, non-permanent structures.
- D. “Personal Property” shall include, but is not limited to, items other than Temporary Improvements owned by Group that are needed to conduct activities under this Agreement and that are not retained by OCRRA at the expiration or termination of this Agreement.

11. MOWING AND MAINTENANCE

- A. Group shall be responsible for mowing and maintenance at the Location as necessary to fulfill its duties under this Agreement. OCRRA may, at its option, perform such tasks at the Location during the Agreement term. However, it makes no commitment to do so.
- B. Group shall promptly remove all trash and debris generated or otherwise occurring at the Location during the Agreement term.
- C. Group shall promptly report any suspected homeless activity at the Location to the City’s Police Department.

12. TREE REMOVAL

Group shall not prune or remove trees at the Location without OCRRA approval. As a condition for such approval, OCRRA may require a written plan for tree removal and pruning, the use of certified arborists as recognized by the City, or other terms and conditions.

13. UTILITIES

Group shall pay for any utility extensions or connections needed to serve the Location under this Agreement. Group shall put applicable utility meters in its name. OCRRA or the City shall not be liable for any utility failure or disruption at the Location.

14. DUTIES AT EACH PARTY'S EXPENSE

Unless specified elsewhere herein, the parties shall fulfill their duties and responsibilities under this Agreement at their own expense.

15. NO VOLUNTEERS

Only Group's employees or contractors shall perform work or other tasks at the Location. No volunteers shall do so without OCRRA approval.

16. TERMINATION WITHOUT CAUSE

- A. Either party may terminate this Agreement, for any reason and without cost or liability, upon sixty (60) calendar days' written notice to the other party.
- B. If OCRRA terminates this Agreement without cause, as described in Subsection 16.A., it shall refund the consideration paid by Group on a pro-rated basis and without interest. Such refund shall be calculated from the date that OCRRA provided written notice of termination without cause. Applicable refunds shall be processed according to City policy and may take up to eight (8) weeks.

17. TERMINATION FOR CAUSE AND WAIVER OF BREACH

- A. Group's failure to fulfill its obligations under this Agreement shall be an Agreement breach. OCRRA may give Group written notice to correct such a breach within ten (10) calendar days. If Group does not do so, OCRRA may terminate this Agreement immediately thereafter without cost or liability. However, if Group has made substantial progress toward correcting a breach within the written-notice period, it shall have a reasonable time to fully do so before OCRRA terminates this Agreement.
- B. If OCRRA terminates this Agreement for cause, Group shall immediately cease occupying and using the Location. Otherwise, Group shall be deemed trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended ("Code"), and be subject to enforcement of the Code provisions.

C. OCRRA may waive any Agreement breach. However, that shall not constitute a continuing waiver of such breach or similar Agreement breaches. Also, OCRRA may later require Group to comply with any previously waived Agreement breach.

18. NO ASSIGNMENT

Group shall not assign or sublet this Agreement without OCRRA approval.

19. MINERAL RIGHTS AND OTHER COMPENSATION

Any mineral rights, easements, surface damages, or similar compensation generated by the Location during the Agreement term shall be OCRRA property.

20. INDEMNIFICATION

A. Group shall indemnify and hold harmless OCRRA and the City, and their officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liabilities arising from any activity 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 Group's representatives, successors, and assigns.

B. OCRRA and the City are constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., "Tort Claims Act"), as it may be amended.

21. INSURANCE

A. Group shall provide a comprehensive general liability insurance policy sufficient to meet OCRRA's and the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term. Group shall pay required insurance premiums or deductibles.

B. Group's insurance policy shall name OCRRA and the City as additional insured. Group shall not cancel, fail to renew, nor decrease the policy limits by endorsement without thirty (30) calendar days' written notice to OCRRA by certified mail, using the contact information contained in Subsection 28.A.

C. Consistent with the requirements of this section, Group shall provide a certificate of insurance to OCRRA before this Agreement is docketed for OCRRA action. (See Exhibit B, incorporated herein.)

D. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law.

22. OCRRA DESIGNEE

The OCRRA General Manager or designee is authorized to exercise any right or duty of OCRRA or the City under this Agreement.

23. HAZARDOUS MATERIALS

Group shall not use or store hazardous materials at the Location without OCRRA approval. If such approval is granted, Group shall comply with applicable laws and regulations regarding the transport, storage, use, and disposal of such materials.

24. NO ENVIRONMENTAL DAMAGE

Group shall cause no environmental damage at the Location. If such damage occurs as a result of Agreement-related activities, Group shall promptly remediate the situation, pursuant to applicable environmental regulations, or otherwise compensate OCRRA or the City for actual damages or losses.

25. APPLICABLE LAWS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. These shall include, but not be limited to, City building codes, zoning ordinances, PUD limitations, and United States Army Corps of Engineers requirements.

26. RIGHT OF ENTRY OR INSPECTION

OCRRA shall have the right, but not the duty, to enter or inspect the Location at any time and for any official purpose. This shall include, but is not limited to, determining compliance with this Agreement.

27. SEVERABILITY

If any part of this Agreement is determined, by a court of appropriate jurisdiction, to be invalid, such action shall not affect the validity of other Agreement provisions.

28. NOTICES

A. Official communications to OCRRA regarding this Agreement shall be sent to:

Oklahoma City Riverfront Redevelopment Authority
c/o OCRRA Trust Specialist
420 W. Main, Suite 210
Oklahoma City, OK 73102
Phone: (405) 297-3882
Email: okcparks@okc.gov

B. Official communications to Group regarding this Agreement shall be sent to:

EPIC Paintball Park, LLC
c/o Randall Coles
13124 Red Cedar Circle
Oklahoma City, OK 73131
Phone: (405) 326-9448
Email: epicpaintballpark@yahoo.com

or to such people or addresses as the parties later designate in writing.

29. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, Oklahoma law.

30. LEGAL PROCEEDINGS AND FEES

Any legal proceeding regarding this Agreement shall be pursued in the appropriate court in Oklahoma County, Oklahoma. The parties shall pay their own attorney fees, and other expenses, related to such legal proceedings.

31. SECTION HEADINGS AND CONSTRUCTION OF AGREEMENT

The section headings of this Agreement are for convenience of reference only and shall not affect its meaning or interpretation. Group acknowledges that its signatory was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

32. NO PROPERTY RIGHT

This Agreement grants Group no property right to the Location, except the management area shown in Exhibit A.

33. REPRESENTATIONS

Group warrants that it can fulfill its obligations under this Agreement and that its signatory can bind it under the Agreement terms.

34. NO LIENS, CLAIMS, OR ENCUMBRANCES

At the expiration or termination of this Agreement, Group shall promptly and peaceably surrender the Location to OCRRA free of any liens, claims, or encumbrances.

35. COORDINATION OF USE AND ACCESS TO SITE

- A. Group shall coordinate with OCRRA to ensure that its activities under this Agreement do not unreasonably interfere with OCRRA's operations.
- B. If Group believes that any of its activities at the Location require the on-site presence of City staff, it shall contact OCRRA in advance. OCRRA shall accommodate such requests based on available resources, as determined by its authorized agents.

36. LOCATION "AS-IS"

Group accepts the Location "as-is" and without warranty. OCRRA makes no representation about the Location's suitability for Group's intended use and shall not be liable for any defect at the Location.

37. RESTORATION OF DAMAGED PROPERTY

- A. Group shall protect all OCRRA and City property at the Location. If OCRRA or City property is damaged due to Agreement-related activities, Group shall timely restore it to pre-existing condition or better or otherwise compensate OCRRA or the City for actual losses.
- B. This section excludes normal wear and tear on OCRRA or City property as determined by OCRRA. It also excludes authorized pruning of trees or clearing of nuisance vegetation at the Location.

38. FRANCHISES FOR PUBLIC UTILITIES

This Agreement shall be subject and subordinate to current or future franchises granted by the City to any public utility, firm, or corporation to use the public ways. This Agreement shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

39. SAFETY

Group shall ensure that all activities under this Agreement are conducted in a safe, supervised manner using the least invasive means feasible.

40. APPLICABLE TAXES AND FEES

Group shall be responsible for any taxes or fees assessed in connection with this Agreement. Upon request, Group shall deliver to OCRRA sufficient receipts or other evidence of payment of such taxes and fees.

41. NO THIRD-PARTY BENEFICIARIES

This Agreement shall create no third-party beneficiaries.

42. TIME OF THE ESSENCE

For this Agreement, time shall be of the essence.

43. EXCUSABLE DEFAULT

A. Neither party shall be liable for any delay, interruption, or prevention of its performance under this Agreement caused by riot, insurrection, war, terrorism, severe weather, fire, Acts of God, intervention of governmental authority, or substantially similar events that cannot reasonably be prevented by the party whose performance is delayed.

B. If a party is prevented from performing its responsibilities under this Agreement for reasons described in Subsection 43.A., it shall promptly give written notice to the other party, use reasonable efforts to overcome such contingency as soon as possible, and promptly give written notice to the other party when such contingency ends.

44. NO MORTGAGE

Group shall not mortgage any part of the Location without OCRRA approval.

45. SIGNS

Group shall not install signs at the Location without OCRRA approval. Proposed signs shall meet applicable City codes and OCRRA policies. Group shall submit, for OCRRA approval, an illustration showing the design, location, and installation methods for the signs.

46. NO JOINT VENTURE

This Agreement shall not create a joint venture or agency or employment relationship among OCRRA, the City, and Group.

47. NO TRESPASSING

Trespassing on private property is prohibited.

48. NO DIGGING OR STAKING

Group shall not dig holes or use stakes to secure Temporary Improvements at the Location without OCRRA approval. Before digging or staking Temporary Improvements at the Location, Group shall call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. OCRRA shall be notified in advance and may have its authorized agent(s) on site to monitor all digging or staking of Temporary Improvements at the Location.

49. NON-DISCRIMINATION

Group shall not discriminate against any person because of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability in furnishing services, privileges, activities, or employment opportunities under this Agreement. Nothing in this section shall prohibit Group from establishing categories for participation based on the age, gender, or skill level of the participants.

50. LIAISONS

OCRRA and Group shall each designate at least one (1) representative to coordinate Agreement-related issues and serve as liaisons between the parties.

51. COMPLETE AGREEMENT AND AMENDMENT

This Agreement contains the complete, written understanding between OCRRA and Group. It may be amended by mutual, written consent of the parties.

52. STRICT PERFORMANCE

The parties shall strictly perform their duties and responsibilities under this Agreement.

53. AGREEMENT BINDING

This Agreement shall be binding on the parties and their representatives, successors, heirs, and assigns.

54. NO PUBLIC OUSTER

- A. Group shall not take any action or allow any condition that results in a public ouster at the Location. OCRRA may, upon written notice to Group, modify or suspend any Group policy, rule, or action that results in a public ouster from the Location.
- B. Group's failure to promptly correct any situation that results in a public ouster from the Location may result in termination of this Agreement for cause. Such action shall be without cost or liability to OCRRA or the City.

55. RELEASES

- A. If Group conducts commercial paintball or axe-throwing activities at the Location under this Agreement, it shall first ensure that all adult participants sign a release. In addition, Group shall ensure that all minor participants first submit a release signed by their parent or legal guardian.
- B. Upon mutual consent, the releases required under this section may be provided by either Group or OCRRA. However, the releases shall protect OCRRA and the City from all liability related, in any way, to activities under this Agreement.
- C. Group shall maintain copies of all releases required under this section and provide them to OCRRA upon request.

56. NO GUARANTEE OF FUTURE AGREEMENTS

No future contract for long-term Facility operation is guaranteed under this Agreement. Such an arrangement would require a separate, written contract between the parties, to be entered into at their option.

57. ANNUAL REPORTING

- A. Consistent with the requirements of Section 6, before this Agreement expires or is terminated, Group shall provide OCRRA with a final update on the status of Facility development. This information shall include, but is not limited to, improvements completed to date, a current timeline for phased completion of the Facility, and any changes to the final Facility plan, based on market conditions or other factors. OCRRA may request reasonable follow-up information related to the final progress report required under this subsection. If so, Group shall provide such data as soon as is feasible.
- B. If Group begins Facility operations under this Agreement, Group shall provide OCRRA with a financial report showing its revenue and expenses from Facility operations. Group shall do so before this Agreement expires or is terminated. OCRRA may request reasonable follow-up information related to the financial report required under this subsection. If so, Group shall provide such data as soon as is feasible.
- C. In addition to the other requirements of this section, Group shall provide OCRRA with a report on the estimated value of maintenance done or improvements made at the Location during the Agreement term. The data may include, but is not limited to, Group's direct costs for maintenance or improvements at the Location. Group shall submit its report on a standardized form to be provided in advance by OCRRA.

SIGNATURE PAGE TO FOLLOW

APPROVED by EPIC Paintball Park, LLC, this 18 day of March, 2024.

Randall Col
Authorized Agent

Oklahoma County)
)SS:
State of Oklahoma)

This instrument was acknowledged before me on this 18th day of March, 2024.
Notary Public Audrey Jordan. My Commission Expires 10/19/2024.



APPROVED by the Oklahoma City Riverfront Redevelopment Authority this 26TH day of MARCH, 2024.

Thiti Graham
Asst. Secretary



Bob Mann
Chairman

CONCURRED by the Council of The City of Oklahoma City this 9TH day of APRIL, 2024.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Dustin W. Parson
Assistant Municipal Counselor

Exhibit A

Location

(Attached)

Exhibit A

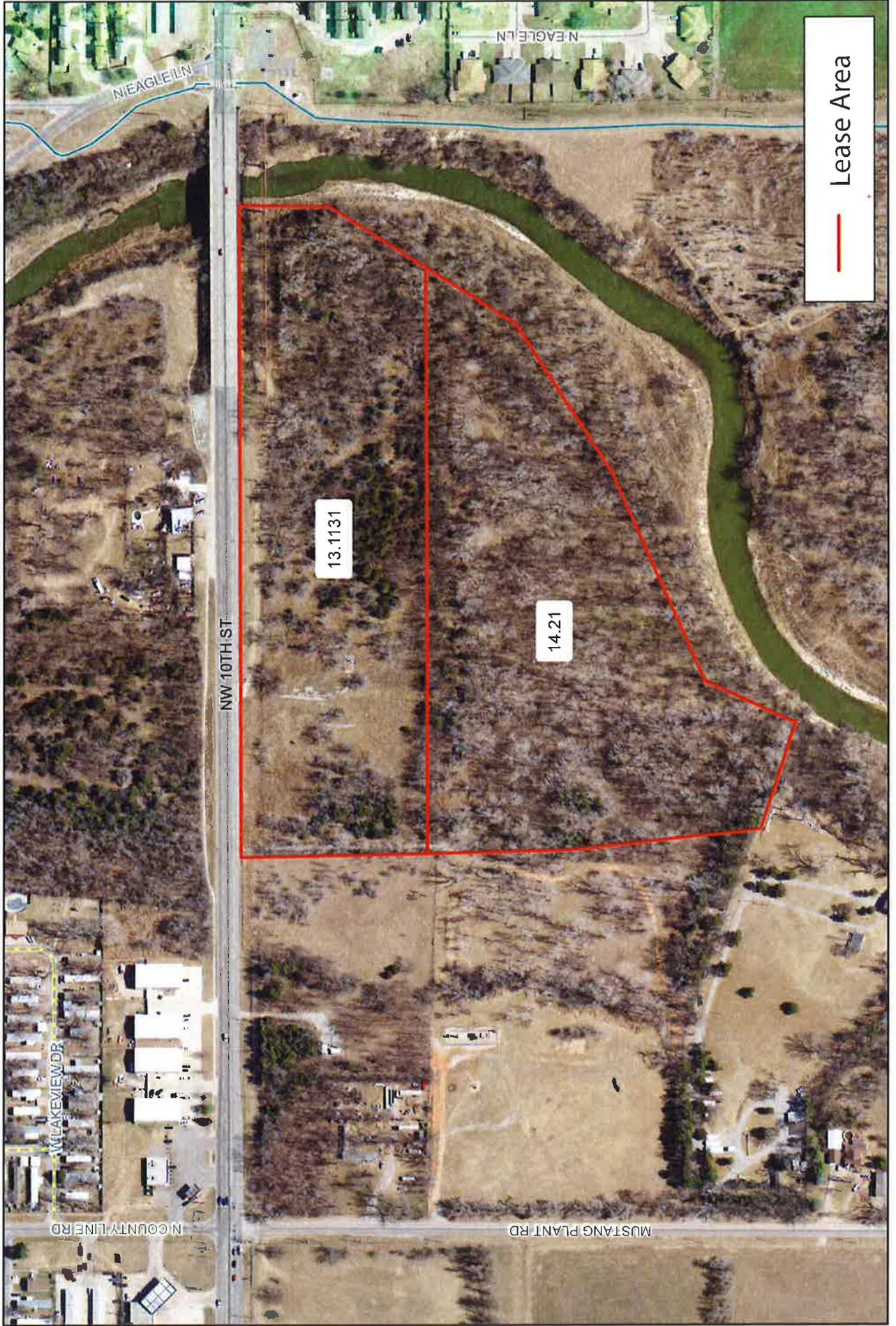


Exhibit B
Certificate of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham-Rogers, Inc PO Box 930933 Atlanta GA 31193-0933		CONTACT NAME: PHONE (A/C, No, Ext): (800) 456-8123 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Mesa Underwriters Specialty Insurance Company 36838	
INSURED Epic Paintball Park, LLC 13124 Red Cedar Circle Oklahoma City OK 73131		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	MP0035001005080	04/12/2023	04/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Amusement & Recreation Services
 \$250 BI/PD
 Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER City of Oklahoma City 420 W Main St Suite 210 Oklahoma City OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham-Rogers, Inc PO Box 930933 Atlanta GA 31193-0933		CONTACT NAME: PHONE (A/C, No, Ext): (800) 456-8123 FAX (A/C, No): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mesa Underwriters Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	MP0035001005080	04/12/2023	04/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Amusement & Recreation Services
 \$250 BI/PD
 Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER		CANCELLATION	
Oklahoma City Riverfront Redevelopment Authority 420 W Main St Suite 210 Oklahoma City OK 73102		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____ 	

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