

REVOCABLE PERMIT

This Revocable Permit (“Permit”) is entered this 19TH day of NOVEMBER, 2024, by and between Oklahoma City Tours LLC, an Oklahoma limited liability company (hereinafter referred to as “Permittee”); The City of Oklahoma City, a municipal corporation and charter city (hereinafter referred to as “City”); the Oklahoma City Public Property Authority, a public trust (hereinafter referred to as “OCPPA”); and Oklahoma Industries Authority, a public trust (hereinafter referred to as “OIA”).

W I T N E S S E T H :

WHEREAS the City regulates the use of public street rights-of-way (“ROW”) and dedicated public streets (“Streets”) within its city limits, and 11 Okla. Stat. § 36-101(7) authorizes the City to regulate tunnels, walkways, and other structures for public travel under and above ROW and Streets; and

WHEREAS, the “Metro-Conncourse,” a network of inner-connected pedestrian tunnels linking several significant public and private buildings, was constructed by OIA and presently exists within and under ROW, Streets, and private property within the Central Business District of downtown Oklahoma City; and

WHEREAS, on December 19, 2023, OIA and OCPPA entered a into a Lease Agreement by which OIA leased the Metro-Conncourse to OCPPA, and OCPPA agreed to operate, maintain, and improve the Metro-Conncourse through a contract with Downtown Oklahoma City, Inc. (“DOKC”); and

WHEREAS, the City, OCPPA, and OIA may grant permits for reasonable uses of City ROW and Streets that do not endanger or interfere with public use of ROW and Streets; and

WHEREAS, Permittee proposes to conduct guided tours of and within the Metro-Conncourse; and

WHEREAS, the City, OCPPA, and OIA desire to permit Permittee’s conduct of tours in accordance with the provisions of this revocable permit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Grant

The City, OCPPA, and OIA hereby grant Permittee this Permit to conduct tours of and within the Metro-Conncourse, as depicted in Exhibit “A” incorporated herein, during the Metro-Conncourse’s normal hours of operation for the general public. Permittee shall conduct such tours in a safe, courteous, and respectful manner that does not obstruct pedestrian traffic within the Metro-Conncourse, ROW, or Streets.

2. **Term**

This Permit shall become effective upon its execution by the last party hereto and shall remain in effect until June 30, 2026.

3. **Permit Revocable at Will**

This Permit shall be revocable at will by the City or Permittee. The City Manager of the City or designee (“City Manager”) is authorized to revoke this Permit on behalf of the City by providing written or verbal notice to Permittee. Upon delivery of such written or verbal notice by the City Manager to any agent of Permittee, this Permit shall become void. In such case, Permittee shall immediately cease occupying and using the Metro-Conncourse for tours. Upon failure to do so, Permittee shall be deemed trespassing on public property under § 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (“Municipal Code”), and be subject to enforcement of the Municipal Code provisions.

4. **Breach**

Permittee shall comply with all Permit terms. Failure to do so shall be a Permit breach. Upon such breach, the City Manager may give verbal or written notice to any agent of Permittee and may revoke this Permit on behalf of the City, as authorized in Section 3.

5. **All Permit Activities at Permittee’s Expense**

Permittee shall, at its expense, plan, conduct, and manage all aspects of its tours.

6. **Restoration of Damaged Property**

Permittee shall protect all City, OCPPA, OIA, and private property within the Metro-Conncourse. If City, OCPPA, OIA, or private property is damaged by Permittee or its participants, Permittee shall timely restore said property to its preexisting condition or better or otherwise compensate the property owner for actual losses.

7. **Franchises for Public Utilities**

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

8. **Use of Metro-Conncourse**

Permittee acknowledges the City’s, OCPPA’s, OIA’s, or DOKC’s prior and superior rights to the Metro-Conncourse. Accordingly, Permittee will not interfere with the City’s, OCPPA’s, OIA’s, or DOKC’s rights to construct, maintain, or operate within the Metro-Conncourse, and will cooperate in any such undertaking.

9. Trespassing Prohibited

Trespassing on private property is prohibited.

10. Smoking and Vaping Prohibited

Smoking and vaping are prohibited within the Metro-Conncourse. Permittee shall take reasonable steps to ensure compliance by tour participants. This prohibition includes, without limitation, smoking or vaping of tobacco or marijuana products.

11. Laws and Other Permits

Permittee shall abide by the conditions of this Permit and all applicable ordinances, laws, and regulations of the City, the State of Oklahoma, and the United States of America. Permittee shall obtain all other approvals required to conduct its tours, which may include, without limitation, food and beverage permits; construction, occupancy, street-closure, and noise permits; and fire marshal approvals. Misrepresentations by Permittee to obtain other necessary approvals to conduct its tours shall be grounds for revocation of this Permit.

12. Indemnification

Permittee shall indemnify, defend, and hold harmless the City, OIA, and OCCPA, and their officers, agents, employees, and representatives from all liability, claims, losses, expenses, and causes of action for injuries or death to persons, damage to or loss of property, legal expenses, and/or court costs resulting from or caused by Permittee, its agents, subcontractors, or employees regarding or related to this Permit. Further, Permittee shall give the City timely notice of any claim or suit instituted which, in any way, affects the Metro-Conncourse or other parties to this Permit. This provision shall survive the expiration or revocation of this Permit, shall not be limited by any other provision of this Permit, and shall be binding upon Permittee and its representatives, successors, and assigns.

13. Insurance

- A. Permittee shall provide a comprehensive general liability insurance policy sufficient to meet the City's OCCPA's, and OIA's maximum liability under The Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, 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 throughout the term of this Permit. Permittee shall pay required insurance premiums or deductibles.
- B. Permittee's insurance policy shall name The City of Oklahoma City, the Oklahoma City Public Property Authority, and the Oklahoma Industries Authority as

additional insured. Permittee shall not cancel, fail to renew, nor decrease the limits by limits by endorsement without thirty (30) calendar days' prior written notice to the City, OCCPA, and OIA by certified mail.

- C. Permittee shall provide employer's liability and workers' compensation insurance as required by state law.
- D. Permittee shall provide a certificate of insurance to the City's authorized agent(s) before this Permit is docketed for City Council action (*see Exhibit "B"* incorporated herein), and thereafter upon request.

14. Releases

- A. Permittee shall ensure that all adult participants sign an Acknowledgment and General Release (*see Exhibit "C"* incorporated herein) prior to their participation.
- B. Permittee shall ensure that all minor participants submit an Acknowledgment and General Release (*see Exhibit "D"* incorporated herein) signed by their parent or legal guardian prior to their participation.
- C. Permittee shall maintain copies of the signed release forms required under this section and provide them to the City's authorized agent(s) upon request. Permittee's paid personnel need not submit release forms.

15. Notices

Communications from Permittee regarding this Permit shall be sufficient if sent by registered or certified mail, postage prepaid, to:

The City of Oklahoma City and Oklahoma City Public Property Authority
Attn: City Clerk
200 N. Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

and

The City of Oklahoma City
Attn: Public Works Director
420 W. Main Street, Suite 700
Oklahoma City, Oklahoma 73102

and

Oklahoma Industries Authority
Attn: General Manager
105 N. Hudson Avenue, Suite 101
Oklahoma City, OK 73102

Communications to the Permittee regarding this Permit shall be sufficient if sent by registered or certified mail, postage prepaid, to:

Oklahoma City Tours LLC
Attn: Jeffrey Tanenhaus
511 S. Boston Avenue
Tulsa, OK 74103

Permittee must promptly notify the City, OIA, and OCCPA of any change of address, corporate name change, or other change in the name and phone number of the contact person.

16. Assignment

This Permit may not be assigned without written consent of the City, OCCPA, and OIA.

17. Rights and Interests

The parties hereto agree that it is not their intent to create any rights in or benefits to any third parties and that no third-party beneficiaries shall be created or shall be deemed to be created by this Permit.

18. Jurisdiction

The parties agree that any action to enforce the provisions of this Permit or any dispute over the interpretation of this Permit shall be resolved in accordance with Oklahoma law in a state or federal court of competent jurisdiction in Oklahoma County, Oklahoma. The parties expressly waive any rights and claims to select forum or applicable law.

19. Captions and Words

The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof. When any word in this Permit is used in the singular number, it shall include the plural, except where contrary intention plainly appears.

20. Time Is of Essence

For the purpose of this Permit, time shall be deemed to be of the essence.

21. Complete Agreement

This Permit is subject to the rights of OIA, OCCPA, and DOKC pursuant to preexisting permits and agreements referenced herein. This document shall represent the complete agreement between the parties with respect to the Permit and no statements, representations, or discussions not set forth herein shall be binding upon the parties, and no party is or shall be bound by any statement or representation that does not conform with this document. No additions, amendments, or changes to this Permit shall be effective unless made in writing and signed by all parties. No agent or any party to this Permit has

authority to alter, modify, or change this Permit except as expressly provided herein. A determination that any provision or application of any provision of this Permit to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed and shall not affect the validity of the remaining provisions of the Permit or its binding effect on any other party or parties.

[The remainder of this page is intentionally blank. Signature pages follow.]

APPROVED and EXECUTED by Permittee this 17th day of October, 2024.

PERMITTEE:

Oklahoma City Tours LLC,
an Oklahoma limited liability company

By: 

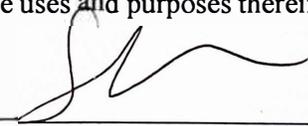
Printed Name: Jeffrey Tanenhaus

Its: Owner

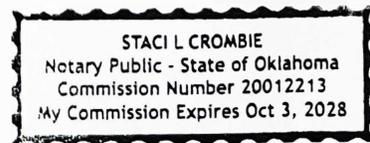
Acknowledgment

STATE OF OKLAHOMA }
 Tulsa } SS.
~~OKLAHOMA COUNTY~~ }

Before me, the undersigned, a Notary Public in and for said State, on this 17 day of October, 2024, personally appeared Jeffrey Tanenhaus, to me known to be the identical person who executed and acknowledged to me that he executed the same as his free and voluntary act and deed of said business, for the uses and purposes therein set forth.


Notary Public

My Commission Expires: Oct 3, 2028



APPROVED on behalf of Oklahoma Industries Authority this 13th day of NOV, 2024.

OKLAHOMA INDUSTRIES AUTHORITY,
a public trust.



Kenton Tsoodle, General Manager

Acknowledgement

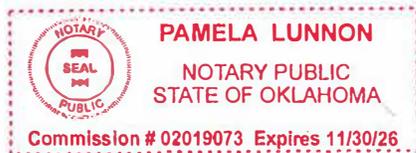
STATE OF OKLAHOMA }
 }
OKLAHOMA COUNTY } SS.

Before me, the undersigned, a Notary Public in and for said State, on this 13th day of NOVEMBER, 2024, personally appeared Kenton Tsoodle, to me known to be the identical person who executed and acknowledged to me that he executed the same as his free and voluntary act and deed of said business, for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 11-30-26



APPROVED by the Trustees of the Oklahoma City Public Property Authority and **SIGNED** by its Chairperson this 19TH day of NOVEMBER, 2024.

**OKLAHOMA CITY PUBLIC PROPERTY
AUTHORITY,
a public trust.**

ATTEST: (SEAL)

Amy K Simpson
Secretary



David Holt

APPROVED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST: (SEAL)

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

Exhibit "A"

Metro-Conncourse (a/k/a the "Underground")



Exhibit "B"

Certificate(s) of Insurance

[Attached]



OKLAHOMA WORKERS' COMPENSATION COMMISSION

1915 N STILES AVE STE 231 · OKC, OK · 73105 · (405) 522-3222 · WCC.OK.GOV

Tulsa office · 201 Executive Center 5th Fl, 201 West 5th Street · Tulsa, Oklahoma 74103 · (918) 295-3732

AFFIDAVIT OF EXEMPT STATUS UNDER THE ADMINISTRATIVE WORKERS' COMPENSATION ACT

Affidavit Number: AES2024-045174
Effective Date: 09/26/2024,
Expiration Date: 09/26/2026, 12:01AM
Filing Type: New



I, **JEFFREY TANENHAUS**, state under penalty of perjury, as follows:

- I, **JEFFREY TANENHAUS**, in my individual capacity or operating as **OKLAHOMA CITY TOURS LLC**, have read, signed and attached the Exempt Status Fact Sheet and understand the definition of "employee" and specific exceptions to that definition found in 85A O.S. §2(18). I also understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work. A Contractor may be either (i) the owner of a project or job or (ii) an Independent Contractor in any tier who has subcontracted with a subcontractor.
- I understand that based upon the representations in this Affidavit of Exempt Status ("Affidavit"), I am requesting that the recipient of this Affidavit consider my business to either (i) be exempt from the definition of "employee" or (ii) be that of an independent contractor, and that no workers' compensation insurance premium be charged for the services performed by my business. I do not want workers' compensation insurance and understand that I am not eligible for workers' compensation on benefits.
- In the event changed circumstances make securing compensation pursuant to the requirements of the Administrative Workers' Compensation Act necessary, I will execute and file a Cancellation of Affidavit of Exempt Status with the Workers' Compensation Commission. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Administrative Workers' Compensation Act.
- The information I have provided is not the result of force, threats, coercion, compulsion or duress.
- I understand that the execution of this Affidavit, if I am an independent contractor, shall establish a conclusive presumption that I am not an employee for purposes of the Administrative Workers' Compensation Act.
- I understand that the execution of this Affidavit shall not affect the rights or coverage of any employee of the individual or business executing this Affidavit.
- I understand if any contractor or its insurer shall become liable under the Administrative Workers' Compensation Act for the payment of compensation due to a compensable work related injury of my employee(s), the contractor or its insurer may recover from me the amount of such compensation paid or for which liability is incurred.
- I understand that knowingly providing false information on an executed Affidavit of Exempt Status shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Affiant Signature

I declare under PENALTY OF PERJURY that I have examined all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

Affiant Name: JEFFREY TANENHAUS	Title: FOUNDER
Business Name: OKLAHOMA CITY TOURS LLC	FEIN: 99-4780520
Email: tours.okc@gmail.com	
Affiant Signature: 	Date: 09/26/2024

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both.

Exhibit "C"

ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a participant of Oklahoma City Tours LLC ("Permittee") and have agreed to take part in a tour of the OKC Underground ("Event") in downtown Oklahoma City, Oklahoma. I also acknowledge that I am not employed or contracted by Permittee, The City of Oklahoma City ("City"), the Oklahoma City Public Property Authority ("OCPPA"), or the Oklahoma Industries Authority ("OIA") to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release ("Release"), I affirm that neither Permittee, the City, OCPPA, nor OIA can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release Permittee, the City, OCPPA, OIA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my participation in the Event.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

NOTE: Upon request, Permittee shall provide copies of signed Releases to the City.

Exhibit "D"

ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are participants of Oklahoma City Tours LLC ("Permittee") and have agreed to take part in a tour of the OKC Underground ("Event") in downtown Oklahoma City, Oklahoma. I also acknowledge that neither I nor my child(ren) are employed or contracted by Permittee, The City of Oklahoma City ("City"), the Oklahoma City Public Property Authority ("OCPPA"), or the Oklahoma Industries Authority ("OIA") to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgment and General Release ("Release"), I affirm that neither Permittee, the City, the OCPPA, nor OIA can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to us.

I hereby release Permittee, the City, OCPPA, OIA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our participation in the Event.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____
_____ Age: _____
_____ Age: _____
_____ Age: _____
_____ Age: _____

NOTE: Upon request, Permittee shall provide copies of signed Releases to the City.