

Court Refurbishment Agreement

This Court Refurbishment Agreement (“Agreement”) is entered into as set forth below between The City of Oklahoma City (“City”) and Splashproject – Stronger Together (“Donor”).

RECITALS:

Donor wishes to make a charitable gift to the City by refurbishing and/or resurfacing an outdoor basketball court (“Improvements”) located in Memorial Park, 1152 Northwest 36th Street. This Agreement shall govern the terms and conditions of Donor’s gift.

Donation

1. **Project Specifications and Costs.** The project shall be completed pursuant to plans and specifications agreed upon by the City’s Parks and Recreation Director or designee (“Parks Director”) and Donor. The estimated Improvements cost is twenty-seven thousand dollars (\$27,000.00.)

2. **Donation.** For this Agreement, the Improvements, including Donor’s donated materials, labor, and resources, shall be known collectively as the “Donation.” The City shall accept the Donation, as referenced herein, within a reasonable amount of time following the completion of construction.

3. **Maintenance.** After accepting the Improvements, and subject to available funds, the City shall, at all times, be responsible for maintaining the Improvements at its sole discretion and expense. After the City accepts the Improvements, Donor shall have no responsibility or priority, financial or otherwise, regarding the use, operation, maintenance, landscaping, repair, or future modification of the Improvements, unless mutually agreed upon by the parties.

4. **Branding of the Court.** The City agrees that Donor has the exclusive right to brand the Improvements with Donor’s logo and/or trademark. Prior to construction and donation, however, the Parks Director shall approve, in writing, any third-party-sponsored logos and trademarks at the Improvements. Such approval shall not be unreasonably withheld.

For five (5) years after this Agreement is approved, the City shall not cover, remove, replace, obscure, alter, or distort any Donor or third-party-sponsored logo on the Improvements without first consulting Donor. The logos shall be always visible; provided, however, that nothing in this Agreement shall prohibit the City from performing regular repair and maintenance on the court that may temporarily disrupt the visibility of such logos. The City shall not be required to repair or replace any Donor or third-party-sponsored 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.

5. **Indemnification.** Donor shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any property damage, for any injury or death, and for any claims or liability arising directly from the Improvements under this Agreement, due to negligence or willful act or omission of the Donor. 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.

6. **Insurance.** Prior to the commencement of the Improvements, Donor shall ensure that its contractors and/or vendors provide a comprehensive general liability insurance policy with minimum coverage of 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. The certificate of insurance shall name the City as additional insured. Donor shall not cancel, fail to renew, nor decrease the coverage by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail. Donor or its contractors and/or vendors shall pay required insurance premiums or deductibles. Upon request, Donor shall deliver proof of insurance to the City.

Donor or its contractors and/or vendors shall provide employer's liability insurance and workers' compensation insurance as required by state law. In addition, Donor or its contractors and/or vendors shall maintain insurance coverage for all equipment used to meet the requirements of this Agreement.

7. **Assignment.** This Agreement shall be binding upon both parties and their respective heirs, representatives, successors, and assigns. This Agreement shall not be assigned without written approval of both parties.

8. **Entire Agreement.** This Agreement constitutes the entire written understanding of the parties regarding its subject matter. This Agreement shall not be modified or amended except by written agreement of both parties.

9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, Oklahoma law.

10. **Venue.** Any legal proceeding regarding this Agreement shall be pursued in a court of competent jurisdiction in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees or other costs related to such legal proceeding.

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

12. **Waiver of Breach.** Either party may waive a breach of this Agreement. However, that shall not grant a continuing waiver of such breach or similar breaches. Also, the non-offending party may later require the party in default to comply with any previously waived breach of this Agreement.

13. **City Designee.** The City Manager of the City or designee is authorized to exercise any right or duty of the City under this Agreement.

[Signature Page(s) to Follow]

DONOR:

Splashproject – Stronger Together

רוני רוזן, עו"ד
Roi Rozen, ADV.
ביטוי רישיון 45025
License no. 45025

By

By: Simona Shrem
Title: President

רוני רוזן, עו"ד
Roi Rozen, ADV.
ביטוי רישיון 45025
License no. 45025

CITY:

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

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor