

## CONTRACT

Contract No. K-1213-83

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Norman Municipal Authority, a public trust, hereinafter referred to as the "NMA" and Deryck Courange dba Cour Par Grill, LLC, hereinafter referred to as the "Lessee."

WITNESSETH THAT:

WHEREAS, the NMA desires to lease to Lessee that portion of the Westwood Golf Course Club House known as the restaurant, to be operated as a restaurant, with all equipment, and Lessee desires to lease the same from the NMA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, IT IS STIPULATED and agreed between the parties as follows:

1. That the NMA hereby leases and lets unto said Lessee for the consideration and under the terms and conditions hereinafter set forth, that portion of Westwood Golf Course Club House designated for use as a restaurant.
2. That Lessee accepts said location in "as is" condition and containing whatever appurtenances that may be contained therein or thereon. NMA makes no warranty of any kind as to fitness for intended use of said facility or appurtenances.
3. That this contract shall be for a term of one year from the date above shown and shall renew annually for additional successive one year terms unless otherwise terminated by either party as provided herein.
4. The NMA or the Lessee shall have the right to cancel this lease without cause at any time during the lease, upon giving thirty (30) days notice in writing to the other party.
5. Non-compliance with the terms of this contract by Lessee shall be deemed "cause" to immediately terminate this contract and all rights hereunder. Upon such non-compliance, control of the subject facilities shall immediately revert to NMA. NMA may thereafter contract with anyone else for operation of the facility for the balance of the term.
6. That the NMA shall furnish all heat and cooling of said portion of the Westwood Golf Course Club House to be used as a restaurant and all water, electricity and gas necessary in the operation of said restaurant.
7. The NMA reserves the right to close down the restaurant without notice in order to make emergency repairs whenever it is deemed to be necessary by the NMA.
8. Lessee shall operate said restaurant in a wholesome and respectable manner, and shall maintain the highest practicable standards of sanitation, complying with all laws of the State of Oklahoma, with all rules and regulations of the State Board of Public Health

relative to the operation of restaurants and with all rules and regulations of the City of Norman. Lessee shall meet or exceed all applicable Federal, State and local standards governing food handlers. All necessary permits and/or licenses to engage in the subject business shall be acquired by the Lessee. Said restaurant shall be subject at all times to inspection by the City of Norman or NMA, its officers, agents and employees.

9. That the prices charged by Lessee for food service in and from said restaurant shall at all times be reasonable and subject to the approval of NMA.
10. Lessee agrees to have the restaurant open for operation daily and all the hours between fifteen (15) minutes before sunup and fifteen (15) minutes after sundown, on the days and times that the golf course is open.
11. Lessee shall pay as rent for the lease on said restaurant premises and for the right to use the personal property owned by the NMA or its designee, \$500 per month in November, December, January, February and March; \$1,500 per month for April, May, June, July and August; and, \$1,000 per month for September and October or 7% of gross sales after sales tax, which ever is greater. Payment of the rent for preceding month shall be made to the NMA or its designee on or before the 15<sup>th</sup> day of the succeeding month.
12. At the commencement of the lease, a careful and exact inventory will be made by the parties covering all personal property furnished to Lessee by the NMA, including but not limited to glassware, silverware, dishes, kitchen equipment, tables, chairs and other furniture and fixtures. Lessee shall replace all damaged, broken or lost equipment and at the termination of this lease, all of such personal property shall become the property of the NMA as soon as the replacement is made; provided, however, that any personal property furnished by Lessee and not in the nature of a replacement shall remain the property of Lessee and may be removed by him at the termination of this lease. The NMA reserves the right to re-inventory all property on the premises without notice whenever it is deemed by the NMA to be necessary. Should any equipment with replacement cost in excess of \$200 reach the end of its useful life, or be damaged to the extent that repair is not feasible, then the parties hereto shall agree upon the replacement of that equipment. Should equipment be replaced by Lessee, said equipment shall be the property of the Lessee and may be removed at the conclusion of the lease.
13. Lessee shall be responsible for ordering all food stuffs and payment thereof connected with restaurant operations in the preparation of all meals at the golf course.
14. Lessee shall not assign this contract or sublet any portion of the leased premises without the written consent of the NMA.
15. Lessee shall provide all necessary cleaning in the restaurant food preparation area and restaurant floors, tables and chairs.
16. Lessee shall accept all responsibility for trash removal connected with restaurant operation, to properly provided trash dumpsters outside the Westwood Golf Course Club House complex.

17. Lessee shall procure and maintain a good and sufficient liability insurance policy covering any losses or injuries which occur as the result of acts or omissions by Lessee or Lessee's agents, servants or employees while at leased property. Such insurance shall not exclude losses or injuries resulting from the preparation, handling, storage, supply or delivery of products designed for human consumption. Lessee expressly agrees to indemnify and hold harmless the NMA from any liability for and against any claim arising out of acts or omissions of Lessee or Lessee's agents, servants or employees or arising out of the preparation, handling, storage, supply or delivery of products designed for human consumption. This contract shall not be deemed to be in force and effect until such time as the liability insurance policy required hereunder has been received and approved by the NMA, notwithstanding anything else herein to the contrary. The certificates of insurance shall provide the following minimum coverage outlined below:
  - a. Worker's Compensation insurance for employees as required by Oklahoma State law.
  - b. Public Liability Insurance -
    1. Property damage \$25,000 per each occurrence
    2. Bodily injury - \$125,000 per each occurrence
    3. City of Norman as additional insured
18. NMA shall have the right to inspect Lessee's facilities and operation at any time and as often as is necessary in the NMA's judgement. If as the result of such inspection any unacceptable conditions are found, NMA shall give Lessee thirty-six (36) hours notification in writing, within which time it shall be the Lessee's duty to effect the required corrections. Upon Lessee's failure to make such corrections, NMA shall have the option, at its discretion, of either (a) making the corrections itself with reimbursement to be made by Lessee, or (b) immediately terminating this agreement.
19. Lessee shall furnish whatever uniforms, tools or equipment that may be required by Lessee or Lessee's agents, servants or employees.
20. Lessee shall have full and complete control over the operation of the restaurant, subject only to the obligations of this agreement and applicable by law.
21. Lessee shall be responsible for regular maintenance of all restaurant equipment. NMA shall reimburse lessee ½ (one half) of the maintenance cost for equipment shared by both parties by way of a deduction from the following monthly payment providing lessee submits proper maintenance service receipts at that time.
22. The following list of restaurant cost responsibilities is not all inclusive and is only presented in order to provide a proper understanding of the respective obligations of the parties.

LESSEE'S OBLIGATIONS

Food  
Labor (including payroll, taxes and fringe benefits)  
Inventory of smallwares, glass, silver, capital equipment  
Paper and cleaning supplies  
Personnel laundry  
Office supplies  
Postage  
Health exams  
Advertising and licenses  
Taxes and licenses  
Insurance  
Laboratory test  
Training  
Regular cleaning and housekeeping of food  
preparation and service areas, including  
restaurant floors, tables and chairs  
Telephone – long distance  
Removal of trash from restaurant operation  
to existing dumpsters  
Custodial care of ceilings, walls, carpeting  
and window washing.  
Facilities planning or redecorating with  
approval of the NMA  
Restaurant equipment maintenance ½  
(one half) equipment maintenance shared  
by both parties

NMA OBLIGATIONS

Utilities  
Building and equipment maintenance  
Extermination services  
½ (one half) equipment maintenance for  
shared by both parties  
Provide trash dumpsters

ANYTHING NOT LISTED ABOVE IS THE RESPONSIBILITY OF THE LESSEE.

24. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this contract.

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the days as set out below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE LESSEE:

NORMAN MUNICIPAL AUTHORITY  
A MUNICIPAL TRUST

\_\_\_\_\_  
Deryck Courange dba Cour Par Grill, LLC

\_\_\_\_\_  
Chair of Municipal Trust

Attest:

\_\_\_\_\_  
Secretary

Approved as to form on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Attorney

The above signed person, Deryck Courange personally appeared before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2012 and represented that he is authorized to sign for and bind Deryck Courange dba Cour Par Grill, LLC to this contract and that he executed the same as his own free and voluntary act and deed for Deryck Courange dba Cour Par Grill, LLC.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Commission Number \_\_\_\_\_