

CONTRACT

Contract No. K-1314-139

THIS CONTRACT is made and entered into this _____ day of _____, 2014, by and between the Norman Municipal Authority, a public trust, hereinafter referred to as the "NMA" and Cour Par Grill LLC dba Westwood Grill hereinafter referred to as the "Lessee."

WITNESSETH THAT:

WHEREAS, the NMA desires to lease to Lessee that portion of the Westwood Swim Complex known as the concession area, to be operated as a retail concession business; 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 the Westwood Swim Complex designated for use as a concession. It is understood that Lessee shall have the exclusive contract right to provide food and beverage service at the above mentioned location unless otherwise approved by Lessee.
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 facilities 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. That the NMA shall furnish all water and electricity necessary in the operation of said portion of the Westwood Swim Complex to be used as a concession.
5. The NMA reserves the right to close down the concession without notice in order to make emergency repairs whenever it is deemed to be necessary by the NMA.
6. Lessee shall operate said concession 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 concessions 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 concession shall be subject at all times to inspection by the City of Norman or NMA, its officers, agents and employees.
7. That the prices charged by Lessee for food service in and from said concession shall at all times be reasonable and subject to the approval of NMA.

8. Lessee agrees to have the concession operational and ready for retail business daily at least fifteen (15) minutes prior to scheduled activities and shall operate daily on all dates that Westwood Swim Complex is open for normal business.
9. Lessee shall pay over and deliver to the NMA an amount equal to \$175.00 per week for the lease on the pool concession, to be paid on June 20th and August 31st of each pool season. If the pool is unable to open for any reason, i.e. inclement weather, mechanical malfunction, etc., NMA will prorate the weekly lease at \$25 per day. Failure of Lessee to so compensate NMA shall result in immediate termination of this agreement without discharging Lessee's liability for the unpaid monies.
10. 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 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.
11. The NMA shall have the right to cancel this lease with cause at any time during the lease, upon giving thirty (30) days notice in writing to Lessee. "Cause" shall include, but not be limited to, failure to meet any obligation of Lessee as set out in this lease.
12. Lessee shall be solely responsible for the purchase and maintenance of a sufficient inventory of products to serve the patrons at the Westwood Swim Complex.
13. Lessee shall not assign this contract or sublet any portion of the leased premises without the written consent of the NMA.
14. Upon a vote by NMA not to renew this lease or upon cancellation thereof by the NMA as herein above provided, this contract shall automatically terminate and no notice to vacate shall be required to be given by the NMA to Lessee.
15. Designated concession areas shall be kept in a clean, sanitary manner throughout the hours of operation. In addition, the entire concession area shall be cleaned and secured at the end of each day.
16. Lessee shall accept all responsibility for trash removal connected with concession operation to properly provided trash dumpsters outside the Westwood Golf Course Club House complex.

17. Lessee shall neither stock nor sell any alcoholic beverage of any description, to include 3.2 beer. No beer, wine or alcoholic beverage shall be permitted on the premises by Lessee, regardless of the means by which it reached said premises.
18. 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 properties. 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 \$50,000 per each occurrence and \$100,000 aggregate
 2. Bodily injury - \$300,000 per each occurrence
 3. City of Norman as additional insured
19. 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.
21. Lessee shall furnish whatever uniforms, tools or equipment that may be required by Lessee or Lessee's agents, servants or employees.
22. Lessee shall have full and complete control over the operation of the retail concession business, subject only to the obligations of this agreement and applicable by law.
23. Non-compliance with the terms of this contract by Lessee shall be deemed to immediately terminate this contract and all rights hereunder. Upon such non-compliance control of the subject facility shall immediately revert to NMA. NMA may thereafter contract with anyone else for operation of the facility for the balance of the term.
24. The following list of concession cost responsibility is not all inclusive and is only presented in order to provide a proper understanding of the respective obligations of the parties.
25. Lessee shall be responsible for regular maintenance of all concession 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.

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 concession floors, tables and chairs
- Telephone & long distance
- Removal of trash from concession operation to existing dumpsters
- Custodial care of ceilings, walls, carpeting and window washing.
- Facilities planning or redecorating with approval of the NMA
- Concession equipment maintenance 1/2 (one half) equipment maintenance shared by both parties

NMA OBLIGATIONS

- Utilities
- Building maintenance
- Extermination services
- 1/2 (one half) equipment maintenance for shared by both parties
- Provide trash dumpsters

ANYTHING NOT LISTED ABOVE IS THE RESPONSIBILITY OF THE LESSEE.

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

Dated this _____ day of _____, 2014.

FOR THE LESSEE:

NORMAN MUNICIPAL AUTHORITY
A MUNICIPAL TRUST

Cour Par Grill LLC dba Westwood Grill

Deryck Courange

Chair of Municipal Trust

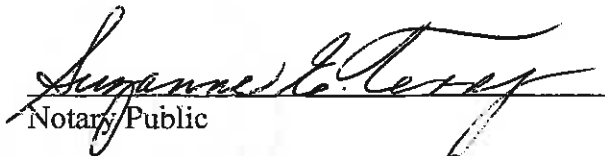
Attest

Secretary

Approved as to form on this _____ day of _____, 2014.

City Attorney

The above signed person, Deryck Courange personally appeared before me, the undersigned Notary Public, this 30 day of April, 2014 and represented that he is authorized to sign for and bind Cour Par Grill LLC dba Westwood Grill to this contract and that he executed the same as his own free and voluntary act and deed for Cour Par Grill LLC dba Westwood Grill.



Notary Public

My commission expires: 30 January 2017

Commission number: 01000390

In reference to RFP# 1314-59

Westwood Pool Concessions Proposed Services:

- Provide friendly efficient customer service to pool patrons.
- Keep available quality products such as snacks & drinks
- Operate above and beyond all Health Standards required by the City of Norman, Cleveland County, & The State of Oklahoma

Products for sale will include:

- Soft Drinks, Candy, Snacks, & Water

Menu Items including but not limited to the following:

- Candy bars and smaller candy items, Ice cream, Hot dogs, Sandwiches
- Soda fountain drinks, bottled soft drinks, bottled Gatorade, & bottled water

Rent Proposing to Pay for use of snack bar facility:

- \$175/week from May 24 through August 17
- With a prorated deduction for pool closings

Deryck Courange
Westwood Grill-Proprietor
2400 Westport Drive
Norman, Ok. 73071
Cell# 405.919.8131