

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the _____ day of _____, 2012, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

89ER DAY PARADE COMMITTEE

(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization", witnesseth:

A. That in consideration for the performance by the organization of the covenants and agreements as specified herein, the City, covenants and agrees:

1. To disperse to the Organization a sum not to exceed \$5,000.00 for the purpose of promoting, encouraging, and providing services for the 89er Day Parade to be held in the City of Norman. Said funds shall be used for this purpose and for no other purpose.
2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

B. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. To expend funds granted by the City for the purpose as listed above.
2. Allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors if requested by the City.
3. To provide a written annual report on the activities of the Organization to the City, said report to be sent to the attention of the Norman City Clerk.

C. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
2. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
3. This agreement may be canceled by either party upon the giving of fourteen (14) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.

D. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City and the Organization and its employees are responsible for its actions and that the Organization agrees to indemnify and save harmless the

City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.

E. There are no other terms, either express or implied, than those expressly stated herein.

F. In witness hereof, the parties hereto have executed this agreement on the day first above written.

89er Day Parade Committee

Charles R. Hollingsworth, Co-Chair

Sean Crandall, Co-Chair

Approved as to form and legality by the office of the City Attorney this _____ day of _____, 2012.

Office of the City Attorney

Approved by the Norman City Council this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK