

CITY OF TULSA NEON SIGN GRANT AGREEMENT

This Neon Sign Grant Agreement (the "Agreement") is made by and between the City of Tulsa, Oklahoma, a municipal corporation (the "City") and _____ (the "Contracting Party").

RECITALS

- A. On February 3, 2016, the City adopted a Resolution calling for a special election to levy and collect a sales tax to provide revenue for economic development projects within the City ("Vision Tulsa"), including funding for the economic development of Route 66 located in the City ("Route 66").
- B. On April 5, 2016, the duly qualified electors of the City approved the levy and collection of the Vision Tulsa sales tax.
- C. On June 11, 2018, the City enacted Ordinance 23933 (the "Route 66 Overlay") to establish zoning regulations and incentives to ensure the enhancement, development, and revitalization of Route 66 through the promotion of historic and historically inspired signage, especially neon.
- D. The City established the Tulsa Route 66 Commission (the "Commission") to assist in developing programs to encourage the economic development of Route 66, and the Commission and City developed the neon sign grant program for that purpose ("Neon Sign Grant Program").
- E. Pursuant to the Neon Sign Grant Program, the Contracting Party requests the City to make a disbursement from the proceeds of the Vision Tulsa sales tax to reimburse a portion of Contracting Party's costs of installing neon signage meeting the requirements of the Route 66 Overlay (the "Neon Sign"), and the Commission has reviewed and recommends that the City approve the grant request.
- F. Upon the advice and recommendation of the Commission, the City believes the Neon Sign will assist in encouraging the economic development of Route 66 and granting the Neon Sign funding request will provide a public benefit to the City.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions.

- 1. Grant Process and Terms: The Contracting Party agrees to fully comply with the Neon Sign Grant Process and Terms, a copy of which is attached hereto and incorporated herein as "Exhibit A," including but not limited to obtaining a neon sign permit, submitting final construction documents, and proof of final costs to be reimbursed.

2. Grant Funding: The City agrees to reimburse the Contracting Party in the amount of \$_____ in accordance with the Neon Sign Grant Process and Terms upon the Contracting Party's successful performance of its obligations thereunder.
3. Neon Sign Maintenance: The Contracting Party agrees to maintain the Neon Sign in good condition and working order after installation.
4. Removal or Relocation: The Contracting Party agrees the Neon Sign will not, without the City's written consent, be removed or relocated within a three-year period from the date of installation. If the Neon Sign is removed or relocated without the City's written consent within such three-year period, the Contracting Party agrees to refund the City the percentage of grant funding it received as determined by the following calculation: the sum of 1095 minus the number of days the sign was maintained at its approved location divided by 1095.
5. Indemnification: The Contracting Party shall defend, indemnify, and hold harmless the City and its councilors, officers, employees and agents from and against all claims, liabilities, losses, damages and expenses, including legal fees and costs, resulting from or related to the performance of this Agreement, except to the extent these are solely caused by the City's gross negligence or willful misconduct.
6. Prohibition of Assignment and Third-Party Beneficiaries: The Contracting Party's obligations under this Agreement may not be assigned, delegated, or transferred, in whole or in part, without the City's prior written consent. This Agreement is not for the benefit of any third party, including any employee, contractor or other party.
7. Governing Law and Venue: This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under the Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. The City does not and will not agree to binding arbitration of any disputes.
8. Amendment: This Agreement may be amended only by a written document signed by both parties.
9. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or understandings.
10. Effective Date: This Agreement shall become effective on the date the Agreement is signed by the City.

11. Authority to Bind: The undersigned individual represents that s/he has authority to bind the Contracting Party to this Agreement and has read and understands the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below.

**THE CITY OF TULSA, OKLAHOMA,
A Municipal Corporation**

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CONTRACTING PARTY LEGAL NAME:

By: _____

Name: _____

Title: _____

Date: _____