

LEASE AGREEMENT

THIS LEASE AGREEMENT is being entered into effective as of the 28th day of January, 2017 (the "Effective Date"), by the Oklahoma Tourism and Recreation Department ("Tourism") and the City of Miami ("City"), a political subdivision of the State of Oklahoma.

RECITALS

WHEREAS, the Oklahoma Tourism and Recreation Commission (the "Commission") is duly authorized and empowered to own, operate and maintain park and recreational properties, and to make improvements thereon for the benefit of the people of the State of Oklahoma (the "State"), and to lease property which the Commission shall determine advisable to more fully carry into effect the duties and powers of Tourism, as authorized under Title 74 O.S. Section 2212; and

WHEREAS, the City of Miami, Oklahoma (the "City") is a political subdivision of the State of Oklahoma, and

WHEREAS, the Commission and City desire to work together to promote tourism through the operation of the Center (as defined herein); and

WHEREAS, the City desires to lease and operate the Center as provided for hereunder; and

WHEREAS, Tourism desires to lease the Center to City.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. GRANT AND DESCRIPTION OF PREMISES. Tourism, pursuant to statutory authority, and for and in consideration of the agreements hereinafter stated, leases to City certain premises, properties and improvements thereon, situated in the County of Ottawa, State of Oklahoma, known and described as follows (collectively, the "Center"):

The area known as the Tourism Information Center, located in Ottawa County, legally described:
See Exhibit "A"

2. TERM. The term shall commence on the Effective Date, and end on the 30th day of June, 2017, both dates inclusive. The term of this Agreement shall be automatically extended for additional five (5) one (1) year periods unless either party notifies the other party of its intent not to renew the term of this Agreement in writing, at least sixty (60) days prior to the end of the then existing term. City shall within thirty (30) days of expiration of this Agreement, remove or otherwise dispose of all property belonging to City located in or on the Center. Should City fail to remove or dispose of its property as required herein, Tourism may consider such property abandoned and may keep or dispose of same. At the expiration or termination of this Agreement, City shall quit and surrender the Center, leaving any real property improvements or other property in a good state of repair, damage by matters over which City has no control and normal wear and tear excepted, provided that such exculpatory provision shall not extend to any risk against which City is required to insure. City may terminate this Agreement, with or without cause, by giving sixty (60) days' prior written notice to Tourism.

3. CONDITIONS OF CENTER. Except as specifically set forth herein, the taking of possession of the Center by City shall, in itself, constitute acknowledgement that subject premises are in good and tenable condition. City agrees to accept the Center in its presently existing condition, "as is," and Tourism shall not be obligated to make any alterations, additions or betterment thereto, except as otherwise required herein.

4. CONSIDERATION. Since Tourism is desirous of ceasing operation of the Center and City seeks to develop and maintain the Center as part of its larger development plans, this acts as consideration.

5. USE OF PREMISES; REVENUE. City shall use the Center to provide a tourism information center with office space, offering tourism literature and services for cultural and tourism enhancement. Tourism specifically agrees that City may also sell cultural items and other merchandise in the Center and take any other activities not inconsistent with the uses of the Center provided for herein and shall receive all revenue from any such activities and Tourism shall not be entitled to any such revenue.

City agrees to maintain and operate the Center, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or other obstructions, and in compliance with any and all applicable federal, state or other governing authority laws, general rules or regulations.

City may expand or remodel the Center, or construct new improvements on the real property associated therewith, with written approval from Tourism, and in compliance with any and all applicable state and federal laws. City may employ the staff necessary to operate the TIC as required hereunder, or it may contract with third parties to provide for the staffing at the TIC.

6. UTILITIES. City shall be responsible for the payment of all utility charges related to operation of the Center, including all necessary refuse and garbage containers, and remove and dispose of all rubbish, refuse, and garbage resulting from business operations at the Center.

7. PERSONAL PROPERTY. At least fifteen (15) days prior to the Effective Date, Tourism shall provide City with a list of all of Tourism's equipment and furniture that will be located at the Center as of the Effective Date (collectively, the "Tourism Personal Property"). Within thirty (30) days after the Effective Date, City shall provide Tourism with a list of the Tourism Personal Property that City desires to lease from Tourism (collectively, the "Leased Personal Property"), and Tourism shall have thirty (30) days from receipt of such list to remove from the Center all Tourism Personal Property that is not also Leased Personal Property (collectively, the "Non-Leased Personal Property"). City agrees to maintain all Leased Personal Property in good working order, less ordinary wear and tear, and to insure such items against loss. Except for the Leased Personal Property, City acknowledges and agrees that all Non-Leased Personal Property shall remain the property of Tourism and shall be removed by Tourism as required under this Section. In the event any Non-Leased Personal Property is not removed from the Center by Tourism as required under this Section, City may consider such Non-Leased Personal Property abandoned and may keep or dispose of same.

8. IMPROVEMENTS AND MAINTENANCE.

a. Title to Improvements. City hereby acknowledges Tourism is the owner of the Center, including all real property improvements existing or subsequently erected by City thereon, and agrees to cooperate and protect said improvements from damage, in accordance with the provisions set forth herein.

b. Maintenance of Improvements. During the term of this Agreement, City agrees to maintain the facilities of the Center in good order and repair in accordance with the terms contained herein. City shall, at City's own expense, perform any required routine maintenance and repairs to keep the Center in good working order, but shall not be responsible for repairs that extend the useful life of any structures

(including but not limited to repairs to any heating and air systems, roofs, exterior, pipes or structural repairs) existing on the premises prior to the Effective Date (each a "Tourism Repair"). Upon discovery of a necessary Tourism Repair, City shall notify Tourism of such Tourism Repair, and Tourism shall repair such Tourism Repair within thirty (30) days of such notification. Upon the discovery of any necessary Tourism Repair that will cause damage to the Center unless repaired immediately (each an "Immediate Repair"), City may contract for the repair of any such Immediate Repair and submit the invoice for the repair of such Immediate Repair to Tourism, which invoice shall be paid by Tourism within forty-five (45) days of receipt. City shall, unless it agrees with other third parties to the contrary, pay the costs for and maintain exterior lighting, parking surfaces, driveways, and ingress and egress points of the Center, including mowing of appropriate portions of adjacent land. City may rename and/or rebrand the Center as reasonably agreed upon by the parties hereto, and Tourism will replace all highway signage, at Tourism's expense, to provide for such new name and/or brand, as reasonably directed by the City, within thirty (30) days of notification of such new name and/or brand, unless the parties agree with other third parties to the contrary.

9. PERFORMANCE OF CONTRACT. Any material violation by City of the terms of this Agreement shall be grounds for termination of this Agreement by Tourism, in its discretion; provided, however, Tourism shall give written notice of such material violation to City, and City shall have thirty (30) days from receipt of such notice to cure such violation; provided, however, in the event such violation cannot be cured during such thirty (30) day period, City's continuing efforts to cure such violation shall toll such thirty (30) day period. In the event City does not cure any violation after receiving written notice of such violation as required herein, Tourism may terminate this Agreement by providing City with thirty (30) days prior written notice of such termination. Notwithstanding anything contained in this Section, in the event City cures any violation under this Section before Tourism gives the applicable notice of termination, such cure shall negate Tourism's right to terminate this Agreement for such violation.

10. INVENTORY. An inventory list of existing facilities and Leased Personal Property located at the Center will be provided to City by Tourism at least fifteen (15) days prior to the Effective Date, with all such facilities and Leased Personal Property being in good working condition. Any replacement of the Leased Personal Property during the term of this Agreement will be the responsibility of City. Upon termination or expiration of this Agreement, City will provide a current inventory of Leased Personal Property at the Center and replace any shortage or any such items that are not in good working condition, normal wear and tear excluded. If any

Leased Personal Property to be returned to Tourism by City at the termination or expiration of this Agreement is not commercially available, commercially equivalent merchandise will be used as replacement(s).

11. INSURANCE; INDEMNIFICATION. City shall maintain public liability insurance from a duly licensed insurance company within the State of Oklahoma, acceptable to Tourism, providing for combined single limit of \$500,000 each occurrence, and annual aggregates of \$500,000, for bodily injury and property damage.

A certificate of insurance evidencing coverage in such amounts shall be furnished to Tourism prior to the Effective Date, and Tourism shall be listed as an additional insured under such policy.

In addition, City agrees to indemnify and hold harmless Tourism from all loss or damage to any person, or to the property of any person, including Tourism, arising in connection with the negligent operation of the Center by City. City further agrees to pay any costs and attorneys' fees incurred by State, its departments or agents in defense of any such actions, if such payment is required by a court of competent jurisdiction.

In addition, Tourism agrees to defend, indemnify and hold harmless City from all claims, loss or damage to any person, or to the property of any person related to the Center or the operation of the Center prior to the Effective Date, including but not limited to any claims related to employee benefits of employees working at the Center prior to the Effective Date. Tourism further agrees to pay any costs and attorneys' fees incurred by City, its departments or agents in defense of any such actions, if such payment is required by a court of competent jurisdiction.

City also agrees to provide proof of Worker's Compensation Insurance to Tourism in accordance with State Law.

12. INSPECTION OF PREMISES. Tourism hereby reserves the right to enter upon the premises occupied by City, at any reasonable time, to inspect the same.

13. APPLICABLE LAWS. City shall comply with all applicable state, local and federal laws and regulations and with all other applicable laws, ordinances, and regulations of any governing agency where the Center is located, with regard to construction, sanitation, licenses, permits and all other matters.

14. NON-DISCRIMINATION. City shall comply with all applicable portions of Title VII of the Civil Rights Act.

15. ASSIGNMENTS AND SUBLEASES. City must obtain written authorization from Tourism before it assigns, subleases or conveys any interest granted by this Agreement. Unless assigned, subleased or conveyed in accordance with the previous sentence, City must be the operator of the Center. City's interest hereunder shall not be assignable in bankruptcy nor by operation of law. Any document by which any interest in this Agreement is granted shall indicate that the person acquiring such interest is taking such interest subject to the terms of this Agreement. Except as otherwise allowed hereunder, Tourism may prescribe the conditions of any assignment of this Agreement.

16. TIME OF ESSENCE. Time shall be of the essence in the performance of this Agreement.

17. TAXES. City agrees to pay all lawful taxes, assignments or charges which, at any time, may be levied by State, any county or municipality, or any tax or assessment levied upon any interest in this Agreement or any possessory right which City may have in or to the premises covered hereunder or the improvements thereon, by reason of its use or occupancy thereof, or otherwise; provided, however, City shall not be responsible for the payment of any real property taxes related to the Center. City also agrees to pay all lawful taxes on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said premises.

18. PROFESSIONAL CONDUCT. City will operate the Center in a professional manner at all times, and its employees are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the State or its holdings shall be considered a material violation of this Agreement and may be grounds for termination in accordance with Section 9 of this Agreement.

19. HANDICAPPED ACCESSIBILITY. Prior to the Effective Date, the State may inspect the premises to ensure that any new construction by City is constructed in a manner which reasonably accommodates accessibility for handicapped individuals. Tourism represents and warrants that all structures at the Center, as of the Effective Date and that are not constructed by City, comply with all local, state, federal or other governmental regulations with respect to accessibility for handicapped individuals (collectively, the "Accessibility Laws"). In the event any structure at the Center does not comply with the Accessibility Laws as of the

Effective Date, any modifications to comply with the Accessibility Laws shall be considered a Tourism Repair hereunder.

20. FACILITY CONSTRUCTION. All modifications to existing facilities or new construction performed by City here under shall be in compliance with all applicable federal, state, and local codes and requirements.

21. MARKS. Any and all trade names, trademarks, service marks, logos, artwork or other proprietary symbols, marks or other intellectual property of City (collectively, the "City's IP") shall be and remain the sole and exclusive property of City, and Tourism has no right, title or interest in the City's IP , regardless of whether City provided any of the City's IP to Tourism to use under the terms of this Agreement or if Tourism created such City's IP pursuant to the requirements contained herein; provided, however, Tourism shall have the right to use and/or reproduce any of the City's IP for the sole purpose of fulfilling Tourism's obligations contained herein. Except as otherwise specifically set forth herein, Tourism shall not have the right to use or reproduce any of the City's IP for any purpose or in any manner whatsoever.

22. MODIFICATIONS. This Agreement contains the entire agreement between Tourism and City, and no modification of this Agreement, or waiver, or consent hereunder shall be valid unless the same is in writing, signed by Tourism and City or by their duly authorized representatives.

23. INDEPENDENT CONTRACTOR. City shall be an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture or an employment relationship between Tourism and City or their successors in interest.

24. MISCELLANEOUS. City shall have the authority to establish rules and regulations for the operation of the Center consistent with Tourism's rules and regulations for the Center in effect prior to the Effective Date; provided, however, City shall ensure that the Center's hours of operation be at least 8:30 a.m. to 5:00 p.m. daily except for Thanksgiving Day and Christmas Day. The Center may close due to inclement weather in accordance with the City. City may request a change in hours of minimum operation in writing which must be approved by Tourism. Any change of hours agreement shall be preserved through an addendum of this Agreement.

City, while responsible for training facility staff in accordance with Tourism standards for centers, City shall ensure that all staff employees/volunteers participate in Tourism's annual training sessions(s) for welcome center employees and attend all training and/or events requested by Tourism. All costs associated with such training Center employees and volunteers shall be paid by the City.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first above written.

"TOURISM"

Oklahoma Tourism and Recreation Department

Dated: 1/19/17

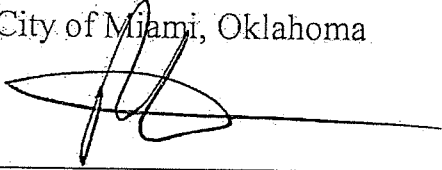


Dick Dutton, Executive Director

"CITY"

City of Miami, Oklahoma

Dated: 01/17/2017



Rudy Schultz, Mayor