

Incremental Development Alliance Host Agreement



This Host Agreement (Agreement) is made effective on **October 2, 2025** between the Incremental Development Alliance (Alliance) and **City of Norman** (Host).

1. Limitation of Liability

The Incremental Development Alliance is a national nonprofit providing educational training and coaching to cultivate new small real estate developers in communities that support them. The Alliance is an organization bringing how-to information to neighborhood scale implementers of all kinds.

The Alliance is not offering advice, be it personal, investment, business, construction or otherwise. Nothing in its material is a substitute for due diligence, analysis, calculations, and sound judgment. Where the Alliance provides calculation and valuation tools, they are intended for general illustration and educational purposes only. Any predefined values are generic and must be amended according to local market research. The Alliance does not endorse or guarantee any outputs calculated. To the extent permitted by applicable law, the Alliance is not liable, whether in contract, tort (including negligence) or otherwise, with respect to any damage, expense or other loss suffered or arising out of such information or any reliance placed upon such information. Any arrangements between the Host or event Participants and any third party contacted via Alliance events are at their own sole risk. Use of any and all information provided by the Alliance or its Faculty is at the user's own risk.

2. Performance

- a. The Alliance warrants that it shall furnish all personnel, equipment, material, supplies, and services described and otherwise do all things necessary for, or incident to, performing all the responsibilities set forth in the Events & Fees attachment to this Agreement.
 - i. The Alliance will conduct and facilitate a total of two (2) Host Committee meetings, and three (3) internal planning Host meetings. Additional meeting requests from the Host must be approved by the Alliance.
- b. Host warrants that it shall perform all responsibilities under this Agreement, including timely cooperation assisting event management and promotion.
- c. Host acknowledges the following regarding Event promotion:
 - i. A successful event requires active promotion to engage the Host's target audience.
 - ii. The Alliance will provide promotional materials including: a calendar event page; promotional graphics (social media graphics & a printable flyer); and sample email text. The Alliance will promote the event(s) over its own

national and regional channels, but this promotion is considered secondary to the main effort by the Host.

- d. The Host will be responsible for distribution of promotional materials and communication with their community or target audience. This can be done through digital promotion, getting on local meeting agendas, reaching out via phone to key individuals, etc. with the goal of ensuring participation from the people in their community.
- e. The Host will be responsible for obtaining a venue which includes but is not limited to any fees associated with the rental of space, audio/visual, chairs/tables, and catering fees.

3. Invoicing/Payment

Host shall be responsible for all initial deposit and hosting fees set forth in Exhibit "A." Any specified initial deposit shall be due prior to the Alliance holding dates, scheduling faculty, or attending any host committee meetings. All fees must be paid per the fee schedule on Exhibit A. The non-refundable deposit is due upon the signing of the Sponsorship Agreement and will be applied to the final hosting cost. Nonpayment or late payment will result in the cancellation of the event and additional re-booking and re-marketing fees for a rescheduled event. In the case of non-payment of Event Deposit and a cancelled event that the host does not wish to reschedule, the initial deposit will be forfeited. All fees shall be invoiced by the Alliance per the fee schedule on Exhibit "A". Host agrees to remit full final payment to the Alliance within 30 days of its receipt of invoice. Late payments will result in a 12%, or the amount permitted under applicable law, whichever is less, late fee accruing monthly unless alternate mutually agreeable payment arrangements are made in advance to accommodate municipal procurement processes. The parties understand and agree that Host's obligations for the fees and expenses under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00).

4. Ticketed Events

- a. Ticketed events may include Workshops, Camps or any other event for which the Alliance commonly sells tickets or registration.
- b. The Alliance operates on a two-tiered fee structure: Hosting and Ticket/Registration sales. Hosting of events allows the Alliance to target the Host's audience and provide Ticketed Events at an accessible cost to participants. Unless otherwise stipulated in the Events & Fees , the Alliance shall have the right to collect revenues from ticket and registration sales to participants of any Ticketed Event. Hosts may agree to provide Scholarships to designated audience members or the audience as a whole to further support the cost of the event through a stipulated agreement in Exhibit "A."
- c. It is the intent of both Parties to generate targeted interest for Hosted Events through advertisement and provide access and attendance to these events by members of the Host's target audience. Upon the date two weeks prior to a scheduled Ticketed Event, if such an event has fewer than 50 tickets for a workshop or 15 registrations for a Bootcamp, the Alliance shall have the right to postpone or cancel the event. The Alliance also reserves the right for non-ticketed guests

including but not limited to prospective Hosts, Funders, or Faculty-in-Training to observe the Hosted Event.

5. Travel

The Alliance provides training virtually and in person. The delivery method of training will be negotiated during the Scope of Work conversations. Host shall reimburse the Alliance for any and all associated costs of travel to and from live (in-person) events for Faculty members and Alliance staff members as set forth in Exhibit "A". Said reimbursement may be billed in advance of the event as part of the Event Deposit or may be billed with the final event payment made by Host to the Alliance for services rendered. Receipts will be provided for airfare, car rental, hotel stays, and other large ticket travel expenses. Food and incidental expenses will be reimbursed on an \$80 per diem basis per faculty member without receipts provided.

6. Subcontracting of Faculty

- a. The Alliance has the right to perform responsibilities in this agreement through subcontracted Faculty.
- b. Faculty members may be replaced or exchanged by the Alliance at any time, and such replacement shall be at the sole discretion of the Alliance.

7. Independent Contractor

In connection with the Alliance's operations and activities under this Agreement, the Alliance is an Independent Contractor, and this agreement does not create an agency, partnership, or formal business relationship of any kind between the Alliance and the Host, nor between the Host and the Alliance's employees or faculty.

8. Changes

- a. No modification of this Agreement shall be binding on either party unless made by a formal written modification, executed by the parties' respective executive authority.
- b. Information, advice, approvals or instructions given by the Alliance's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect the Alliance's and Host's rights and obligations hereunder unless set forth in a writing which is signed by the Alliance's Executive Director and which states it constitutes a modification to this Agreement.

9. Delays

Host shall immediately notify the Alliance in writing of any actual or potential delays in meeting performance requirements or delivery schedules. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent such delay, failure, or default is caused by force majeure.

10. Termination

- a. The Alliance may terminate this Agreement in whole or in part for default in the event of the occurrence of any of the following:
 - i. Insolvency of the Host: Host shall be deemed to be insolvent if any of the following conditions occur: (i) it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or not; (ii) the filing of a voluntary petition to have Host declared bankrupt; (iii) the appointment of a receiver or trustee for Host, or (iv) the execution by Host of an assignment for the benefit of creditors.
 - ii. Failure of Host per the terms of this Agreement to: (i) deliver the items or perform the responsibilities within the time specified in this Agreement or any authorized extension, (ii) make progress so as to endanger the performance of this Agreement, (iii) perform to any other substantive provisions of this Agreement, or (iv) deliver payment within 30 days of receipt of invoice.
- b. Either party may terminate this Agreement at any time by written notice. In the event that either party terminates this Agreement for any reason, Host agrees to pay the Alliance for all fees and expenses incurred up to and through the date of receipt of termination notification.

11. Indemnification

- a. Host hereby indemnifies, defends and holds the Alliance and its affiliates, successors and assigns, and their respective trustees, directors, officers, employees, agents and other representatives harmless from any and all liability, losses, costs, claims, damages, settlements, judgments and awards, and expenses (including reasonable attorneys' fees), arising, or claimed to have arisen, wholly or in part from:
 - i. acts or omissions of, or as a result of the Events or Activities under this Agreement done or omitted from being done, or as a result of negligence by the Alliance, or its agents or assignees, which result in (i) injury to or death of any person, or (ii) damage or destruction of any property, real or personal; or (iii) material or financial loss or hardship by any person; or
 - ii. claims by third parties of any violation or an alleged violation by the Alliance, or its subcontractors, agents or assignees of applicable federal, state and local laws or regulations, in the course of performing the Events or Activities.

- iii. any intellectual property infringement arising out of the Alliance's conducting activities under this Agreement.
- b. The Alliance shall promptly notify Host in writing of any such suit or proceeding (provided, however that the failure of the Alliance to promptly notify Host shall not relieve Host from its indemnification obligations herein, except to the extent that Host is materially prejudiced by such failure) and shall assist Host in defending the action by providing any necessary information.
- c. Each party to this Agreement will defend, indemnify and hold the other (and their respective owners, agents and employees) harmless against any damages, losses and expenses arising out of or relating to any claims, actions or other proceedings that are brought by or on behalf of any third party and result from the indemnifying party's breach, failure to perform or other misconduct in connection with its duties, or the exercise of its rights under this agreement.
- d. Notwithstanding any other provision in this Section 11, Host's total aggregate liability for all indemnification obligations under subsections (a) and (c) above shall not exceed \$125,000 (\$175,000 as of November 1, 2025) per occurrence (the "Oklahoma Governmental Tort Claim Limit").

12. Insurance

The Alliance will maintain a General Liability insurance policy of \$1,000,000 per occurrence. No other insurance shall be required of the Alliance for performance under this Agreement. The Host will maintain all appropriate or required insurances.

13. Intellectual Property

- a. Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made by the Alliance in the performance of this Agreement or which is derived from the use of information supplied by the Host shall be the exclusive property of the Alliance. Any work or materials produced under this Agreement is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the Alliance.
- b. Host hereby grants to the Alliance, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any material included in or provided with the items delivered or services provided under this Agreement as reasonably required by the Alliance.
- c. The Alliance, being the owner of all preexisting and newly created intellectual property, must authorize the creation of a derivative work. Unauthorized preparation of a derivative work constitutes copyright infringement of the preexisting work and is not copyrightable. The Host shall not offer training substantially similar to the Alliance's curriculum and shall not use the Alliance's

training materials or demonstrative exhibits without prior written authorization from the Alliance. Host shall submit all requests to produce derivative works in writing, including a comprehensive description and enumeration of material differences from the original work. The Alliance shall not unreasonably withhold approval of derivative works, provided they do not create competing offerings as determined at the Alliance's sole discretion.

14. Confidential Information

Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Confidential Information includes all information identified by a disclosing party as proprietary and confidential. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; or (b) rightfully received from a third party not in breach of any obligation of any confidentiality.

15. Governing Law

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the laws of the State of Oklahoma.

16. Disputes

- a. Any legal action regarding this Agreement shall be adjudicated in the State and Federal Courts having jurisdiction over Oklahoma. Nothing in this Section prevents the Alliance from exercising the right to terminate this Agreement in accordance with Section 6 herein.
- b. Host shall proceed diligently with performance pending resolution of any such dispute by settlement or final judgment. By accepting this Agreement, Host consents to this condition in its entirety.

17. Taxes

Host assumes exclusive liability for all excises, sales, use or similar taxes applicable to performance of this Agreement in their tax jurisdiction. The Alliance will be exclusively responsible for any employment taxes of its employees and agents.

18. Validity and Waiver

The invalidity, in whole or in part, of any provision of this Agreement shall not void or otherwise affect the validity of any other provision. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

19. Conflict of Interest Disclosure

The Host certifies, to the best of its knowledge and belief, that there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, and that the Host has disclosed all relevant information regarding any actual or potential conflict.

20. Force Majeure

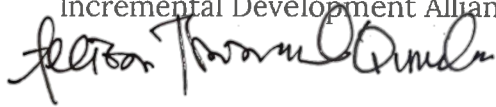
Neither party will be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, fire, natural disaster, public health emergency, or any other cause beyond the control of such party provided that the party experiencing the difficulty will provide prompt written notice to the other party and used its best efforts to cure the delay.

21. Entire Agreement

This Agreement, including all attachments and documents incorporated by reference, shall constitute the entire agreement between the Alliance and Host. No other document (including the Alliance's proposal, quotation or acknowledgement forms, etc.) shall be a part of this Agreement, even if referred to, unless specifically agreed to in writing by the Alliance. No right that either party has regarding this Agreement may be waived or modified except in writing.

We agree to the above terms and conditions:

Incremental Development Alliance:



Alli Thurmond Quinlan

PRINTED NAME
10-21-25

DATE

Host:



DARREL PYLE

PRINTED NAME
10-3-25

DATE

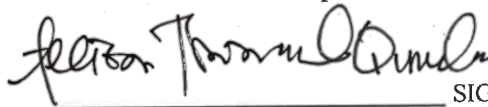
***A non-refundable deposit of \$9,625 is due upon signing, and will go toward the final total Hosting cost. A signed contract and the deposit are required in order to solidify training event dates.**

Exhibit "A"

See: IncDev_Norman_SOW.pdf

We agree to the above Scope of Work:

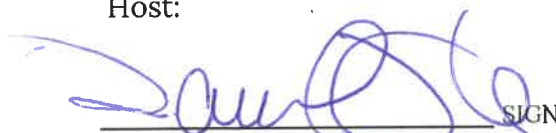
Incremental Development Alliance:

 SIGNATURE

Alli Thurmond Quinlan
PRINTED NAME

10-21-25 DATE

Host:

 SIGNATURE

DARREL Pyle
PRINTED NAME

10-3-25 DATE