

DATE: August 18, 2025

TO: Darrel Pyle, City Manager

Shannon Stevenson, Assistant City Manager

SUBJECT: K-2526-56 Campus Corner Association Asp Avenue Parking

Lot Lease Agreement for 2025 OU Home Football Game Days

Taylor Johnson, AICP, Transit and Parking Program Manager F.A.

Please find the attached contract K-2526-56 Parking Lot Lease Agreement for your review and approval. This agreement continues an arrangement begun in 2024 which leases the City's paid parking lot located in Campus Corner at 710 Asp Avenue for the below specified dates which coincide with University of Oklahoma Football home games and associated Campus Corner area gameday events.

August 30, 2025

FROM:

- September 6, 2025
- September 20, 2025
- October 4, 2025

- October 25, 2025
- November 22, 2025
- November 29, 2025

As compensation the City will receive \$11,200 as outlined in the attached agreement.

Attached:

K-2526-56 Parking Lot Lease Agreement

Reviewed by:

Scott Sturtz, P.E. Director of Public Works

8-18-25

Date

Signature

APPROVED

BY:

Parrel Pyle, City Manager

☐ DISAPPROVED

☐ Shannon Stevenson, Assistant City Manager

Cc: Jason Huff, Transit Planner and Grants Specialist Anthony Purinton, Assistant City Attorney Brenda Hall, City Clerk Jamie Meyer, Deputy City Clerk

Parking Lot Lease Agreement Between the City of Norman and Campus Corner Association

THIS AGREEMENT ("Agreement") is between the City of Norman, Oklahoma, a municipal corporation ("City"), and the Campus Corner Association, Inc., ("Event Sponsor"). NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

<u>Leased Premises.</u> City, owning certain real property located at 710 Asp Ave, Norman, Oklahoma, ("the Asp Lot") leases to Event Sponsor the property, as more specifically described in Exhibit A, for the term specified in this Agreement.

<u>Term.</u> Event Sponsor is granted exclusive access and use of the Asp Lot from 2:00 AM to 11:59 PM on the following dates ("Game Days"):

August 30, 2025; September 6, 2025; September 20, 2025; October 4, 2025; October 25, 2025; November 22, 2025; & November 29, 2025.

Compensation. Event Sponsor shall pay City eleven thousand two hundred dollars (\$11,200.00). Event Sponsor shall include an initial payment in Event Sponsor's Special Event Permit Application at time of submission to City in the amount of sixteen hundred dollars (\$1,600.00). The remaining balance shall be paid to the City within 30 days of the permit issuance. In the event that Event Sponsor's Special Event Permit is not approved, payment will be returned to Event Sponsor within thirty (30) days of denial of the permit.

<u>Use of Property</u>. Event Sponsor, in entering into this Agreement, agrees to abide by the following terms and conditions:

- No admission fees may be collected;
- The lot must be cleaned of any litter or debris by 6:00 AM following each Game Day;
- Any damage to the Asp Lot that occurs during Event Sponsor's use of the property must be repaired by Event Sponsor within thirty days after each Game Day;
- Signs must be posted at all entrances no later than 6pm the day before a Game Day providing notice of closure;
- No alcohol is to be sold in the parking lot;
- The lot shall return into service as a paid parking lot on the morning following each Game Day, no later than 6:00 AM.
- Event Sponsor shall have the authority to tow or impound any vehicles in the Asp Lot. In the event
 that Event Sponsor requires such assistance in accessing or using the Asp Lot during a Game Day,
 Event Sponsor shall request assistance from Norman Police Department.

Failure to clean up trash by 6:00 AM following a Game Day will result in the City of Norman providing clean up, and Event Sponsor will be charged for all costs incurred. In addition, failure to repair any damage within thirty days after a Game Day will result in the City of Norman making any repairs, and the Event Sponsor will be charged all costs incurred.

Insurance. Event Sponsor shall maintain in full force and effect during the full period of the event, public liability insurance in an amount sufficient to cover potential claims for any bodily injury, death, or disability and for property damage, which may arise from or be related to the Event. The insurance policy shall name the City of Norman as an additional insured; apply as primary insurance regardless of any insurance which the City of Norman may carry; and obligate the insurance company to give notice to the authorizing official at least thirty days before any cancellation of the policy. The proof of insurance must be provided prior to

allowing the Event Sponsor to use the subject parking lot. The insurance policy provided with the Special Event Application is adequate to meet this requirement.

<u>Indemnification</u>. Event Sponsor shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees:

- (1) Arising out of, or directly or indirectly due to, any failure by Event Sponsor to satisfy, promptly and faithfully, its obligations under this Agreement; and
- (2) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Asp Lot by Event Sponsor, its employees, invitees and licensees.

Assignability. Neither Event Sponsor, nor the heirs, legal representatives, successors or assigns of Event Sponsor, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the written consent and approval in each instance of City.

IN WITNESS WHEREOF, CITY and EVENT SPONSOR have executed this AGREEMENT.

Signature of Authorized Representative of Campus Corner Association Inc.

Darrel Pyle, City Manager

Date

Exhibit A Description of Leased Property

All of Lots Six (6), Seven (7), and the North 15 feet of Lot Eight (8), Block One (1), of LARSH'S UNIVERSITY ADDITION, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.