

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the ____ day of _____, 2026 (the “Effective Date”), by and between the City of Norman, Oklahoma, a municipal corporation, (“City”) and the Sooner Theatre of Norman, Inc., (“Organization”), witnesseth:

- A. WHEREAS, in Contract No. K-2627-34, the City leases the property described as the Sooner Theatre (the “Theatre”), located at 101 East Main Street, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to operate cultural, entertainment, educational, or public service events benefiting the Norman community at the Theatre; and
- B. WHEREAS, the Organization desires to provide said cultural, entertainment, educational, or public service events to the community at the Theatre; and
- C. WHEREAS, pursuant to Contract No. K-2627-34, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Theatre; and
- D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of \$109,286.00 to the Organization for the purposes outlined in this Agreement;
- E. 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 the sum of One Hundred Nine Thousand, Two Hundred Eighty-Six and 00/100 Dollars (\$109,286.00) to be used to assist in operation, including costs of utilities, of the Theater’s cultural, entertainment, educational, or public service events to the community. Said funds shall be used for such 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.
- F. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.
 2. To expend funds granted by the City only for the purposes as listed above in Section E.
 3. To allow a representative of the City to hold an ex-officio position on the Organization’s Board of Directors.

4. To provide a written report, as required by Lease Agreement K-2627-34, on the activities of the Organization to the City no later than August 1 of every year. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

G. 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. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.
3. 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.
4. This Agreement may be canceled by either party upon the giving of thirty (30) 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.

H. 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, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold 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.

I. The parties previously had in place Contract No. K-2425-82, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-86 shall entirely supplant and replace Contract No. K-2425-82, which shall then be considered null and void by the Parties.

J. This Agreement shall commence upon the Effective Date and continue until a subsequent Funding Disbursement Agreement is executed between the parties.

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

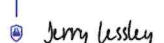
L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE SOONER THEATRE OF NORMAN, INC.

Signed by

5CB947BE76A3439...
President

ATTEST:

Signed by

D2A1D80672424FF...
Secretary

THE CITY OF NORMAN

Approved by the Norman City Council this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

Approved as to form and legality by the office of the City Attorney this 6 day of October, 2026.


City Attorney

Certificate Of Completion

Envelope Id: 3358739C-B101-8C92-822D-216DAFA616D6

Status: Completed

Subject: Complete with Docusign: K-2627-86 Fund Disbursement Agreement - Sooner Theatre.docx

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mekke Burleson

AutoNav: Enabled

211 N Robinson Ave.

Envelopeld Stamping: Enabled

Suite 813d

Time Zone: (UTC-06:00) Central Time (US & Canada)

Oklahoma City, OK 73102-7176

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IP Address: 70.168.224.58

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Status: Original

Holder: Mekke Burleson

Location: DocuSign

10/2/2026 3:45:21 PM

mekke.burleson@mcafeetaft.com

Signer Events

Catherine Anne Cape

anne.cape@mcafeetaft.com

Security Level: Email, Account Authentication
(None), Digital Certificate

Signature Provider Details:

Signature Type: DS Email (Client ID:
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Issuer: DocuSign Cloud Signing CA-US-Email

Subject: CN=Catherine Anne Cape

Signature

Signed by:

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Signature Adoption: Pre-selected Style

Using IP Address: 70.168.224.59

Certificate policy:

[1]Certificate Policy:

Policy Identifier=1.3.6.1.4.1.42482.2.1.1.4

[1,1]Policy Qualifier Info:

Policy Qualifier Id=CPS

Qualifier:

<https://www.docusign.com/trust/compliance/public-certificates>

Timestamp

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Signed: 10/2/2026 4:21:13 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2026 4:20:47 PM

ID: 9cfa8109-0a9a-4042-a51d-f721b1929dd7

Jerry Lessley

j.lessley01@gmail.com

Security Level: Email, Account Authentication
(None), Digital Certificate

Signature Provider Details:

Signature Type: DS Email (Client ID:
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Issuer: DocuSign Cloud Signing CA-US-Email

Subject: CN=Jerry Lessley

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Signature Adoption: Pre-selected Style

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Certificate policy:

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[1,1]Policy Qualifier Info:

Policy Qualifier Id=CPS

Qualifier:

<https://www.docusign.com/trust/compliance/public-certificates>

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Signed: 10/2/2026 4:01:21 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2026 4:00:24 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		