

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the 8th day of October, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Performing Arts Studio, Inc., D/B/A The Depot, ("Organization"), witnesseth:

- A. WHEREAS, in Contract No. K-2627-32, the City leases the property described as the Performing Arts Studio, Inc., D/B/A The Depot (the "Depot"), located at 200 South Jones Avenue, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to provide performing arts programming, cultural activities, and public instruction for the Norman community at the Depot; and
- B. WHEREAS, the Organization desires to provide said performing arts programming, cultural activities, and public instruction to the community at the Depot; and
- C. WHEREAS, pursuant to Contract No. K-2627-32, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Depot; and
- D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of \$61,188.00 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 Sixty-One Thousand, One Hundred and Eighty-Eight and 00/100 Dollars (\$61,188.00) to be used to assist in operation, including costs of utilities, of the Depot's arts and crafts services and education. 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-2627-32, 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-2425-43, as a Fund Disbursement Agreement. Upon approval and execution, this Contract No. K-2627-87 shall entirely supplant and replace Contract No. K-2425-43, 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.

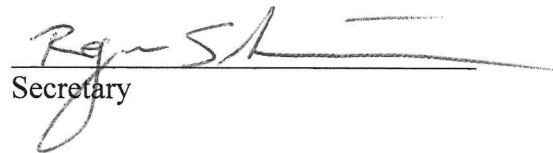
L. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT



President & Board Chairman

ATTEST:



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 9 day of October, 2026.


City Attorney