

OKLAHOMA ROUTE 66 ASSOCIATION NEON SIGN GRANT AGREEMENT

This Neon Sign Grant Agreement (the "Agreement") is made by and between the Oklahoma Route 66 Association, a nonprofit organization (the "Association") and _____ (the "Contracting Party").

RECITALS

- A. The Oklahoma Route 66 Association developed the neon sign grant program, based on the City of Tulsa's neon sign grant program which launched in 2019, for that purpose ("Neon Sign Grant Program").
- B. Pursuant to the Neon Sign Grant Program, the Contracting Party requests the Association to make a disbursement from the Association's grant funds to reimburse a portion of Contracting Party's costs of installing neon signage meeting the requirements of the Neon Sign Grant Program (the "Neon Sign"), and the Association has reviewed and approves the grant request.
- C. The Association believes the Neon Sign will assist in encouraging the economic development of Route 66 and granting the Neon Sign funding request will provide a public benefit to the state of Oklahoma.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions.

- 1. Grant Process and Terms: The Contracting Party agrees to fully comply with the Neon Sign Grant Policies and Terms, a copy of which is attached hereto and incorporated herein as "Exhibit A," including but not limited to obtaining all applicable permits, licenses, and special exceptions from the Contracting Party's municipality, submitting final construction documents, proof of final costs to be reimbursed, and photos of the Neon Sign.
- 2. Grant Funding: The Association agrees to reimburse the Contracting Party in the amount of \$ _____ in accordance with the Neon Sign Grant Policies and Terms upon the Contracting Party's successful performance of its obligations thereunder.
- 3. Neon Sign Maintenance: The Contracting Party agrees to maintain the Neon Sign in good condition and working order after installation.
- 4. Indemnification: The Contracting Party shall defend, indemnify, and hold harmless the Association and its councilors, officers, employees, and agents from and against all claims, liabilities, losses, damages, and expenses, including legal fees and costs, resulting from or related to the performance of this Agreement, except to the extent these are solely caused by the Association's gross negligence or willful misconduct.
- 5. Prohibition of Assignment and Third-Party Beneficiaries: The Contracting Party's obligations under this Agreement may not be assigned, delegated, or transferred, in

whole or in part, without the Association's prior written consent. This Agreement is not for the benefit of any third party, including any employee, contractor, or other party.

6. **Governing Law and Venue:** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under the Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Oklahoma and each party waives any objection to such venue. The Association does not and will not agree to binding arbitration of any disputes.
7. **Amendment:** This Agreement may be amended only by a written document signed by both parties.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or understandings.
9. **Effective Date:** This Agreement shall become effective on the date the Agreement is signed by the Association.
10. **Authority to Bind:** The undersigned individual represents that s/he has the authority to bind the Contracting Party to this Agreement and has read and understands the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below.

OKLAHOMA ROUTE 66 ASSOCIATION
A Nonprofit Organization

By: _____
President

Date: _____

ATTEST:

By: _____
Member of Executive Committee

Date: _____

CONTRACTING PARTY PARTY LEGAL NAME:

By: _____

Name: _____

Title: _____

Date: _____