


## MEMORANDUM

**TO:** Commissioner John Smaligo, Chairman  
Tulsa County Board of County Commissioners

**FROM:** Richard Bales, Director  
Tulsa County Park Division



**SUBJECT:** Event Agreement

**DATE:** April 21, 2015

The Park Division respectfully request Board approval of the attached "Event Agreement" between the BOCC and "Scott Gantz Studio" a photographer. The agreement allows Scott Gantz to provide photography services for the upcoming "Tennis Ball" event at LaFortune Park Tennis Center Saturday May 9, 2015 from 5:30 p.m. to 9:30 p.m.

The agreement has been "Approved As To Form" by the District Attorney's office.

**ORIGINAL TO COUNTY CLERK'S OFFICE FOR MONDAY April 27, 2015  
COMMISSION MEETING AGENDA.**

attachments:

rb:

xc: Commissioner Peters  
Commissioner Keith  
Pat Ward (e-mail memo only)  
Frances Dodson (e-mail memo)  
file



## EVENT AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, between the Board of County Commissioners of Tulsa County ("County") and **SCOTT GANTZ STUDIO** ("Photographer") for the purpose of providing photography services through the Tulsa County Parks Department.

### TERMS:

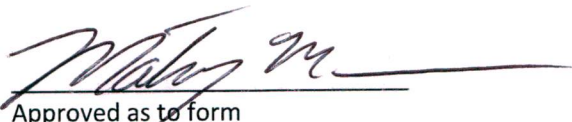
- 1 Photographer agrees to provide photography on MAY 9, 2015 for 4 hour(s) beginning at 5:30 [a.m./p.m.] and ending at 9:30 [a.m./p.m.].
- 2 Photographer will provide all necessary equipment for the event except as specified by the County.
- 3 Photographer will present an invoice for payment to the Parks staff at the conclusion of the event.
- 4 Photographer recognizes and acknowledges that Photographer is an independent contractor to the County and that the County owes no legal obligations to the Photographer except those contained within this agreement and any enumerated in Oklahoma State Statutes, which are applicable to the County.
- 5 County will pay the Photographer \$ 1000 per event upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at LAFORTUNE PARK TENNIS 5302 S. HUDSON AVE TULSA OK (b) electricity; (c) bottled water for the Photographer(s); (d) food for Photographer(s).
- 7 Photographer will be responsible for the removal of the Photographer's equipment from the premises and at the end of the event in a timely and reasonable manner.
- 8 Photographer must present any special requests or needs to the Parks Staff at least 30 days prior to the event date.
- 9 In the event that the event must be cancelled due to circumstances beyond the County's or the Photographer's control [weather, electrical malfunctions, illness, etc.], the Photographer and the County will reschedule the event at the mutually agreeable date and time.
- 10 In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay in liquidated damages to the Photographer for lost opportunity, if the cancellation was called by the County.
- 11 The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.
- 12 County assumes no responsibility or liability whatsoever for Photographer's person, equipment or clothing (or other persons or property authorized by Photographer to perform this contract) before, during or after the event at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

# **ENTIRETY OF AGREEMENT**

The terms set forth above constitute the entire agreement between County and Photographer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

\_\_\_\_\_  
Chairperson  
Board of County Commissioners of  
the County of Tulsa ("County")

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Approved as to form  
Assistant District Attorney

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Photographer or Photographer's Representative

  
\_\_\_\_\_  
Date