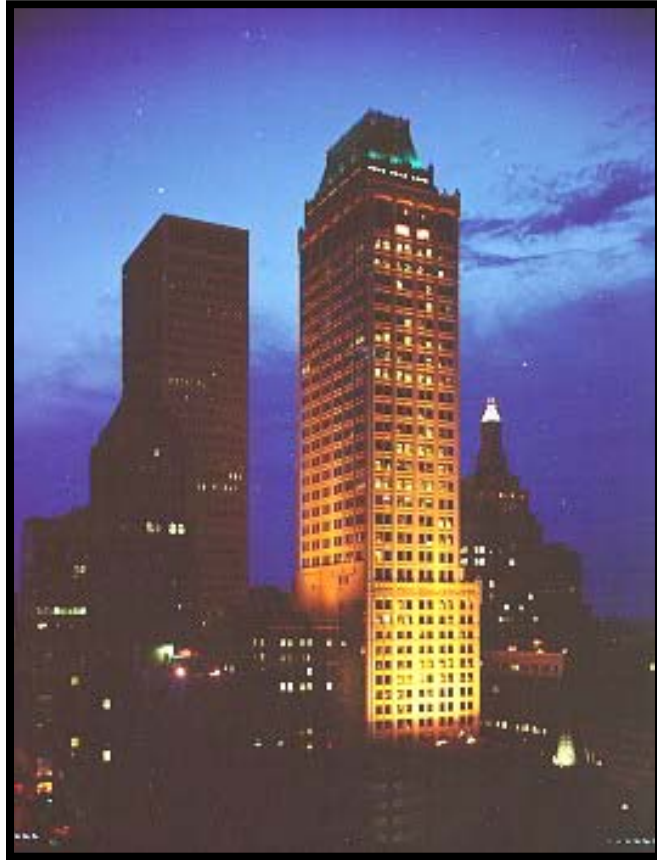


# The Mid-Continent Tower



## Featuring

The Prestigious Cosden Reception Room,  
Balcony & Auditorium

401 S. BOSTON AVENUE  
TULSA, OK 74103  
(918)587-1900

Professionally Managed By:



Argue Properties, Inc.  
401 S. Boston, Suite 300  
Tulsa, OK 74103

# HISTORY OF THE MID-CONTINENT TOWER

The historic **Mid-Continent Tower** is located in downtown Tulsa in the hub of Tulsa's cultural and business district. The **Mid-Continent Tower** is a "Class A" office building that is near entertainment venues, including The Performing Arts Center.

The **Mid-Continent Tower** has been an architecturally significant feature since 1918 when the original 16-story building was completed. In 1984, restoration and remodeling of the building added a 36 floor tower "cantilevered" over the original building which was listed in 1980 as an historic structure in the National Register of Historic Places by the U.S. Department of the Interior.

The copper roof with its weathered patina is a prominent feature of the downtown skyline. The exterior is a Tudor Gothic design, with hand-cut granite and terra cotta spires, cornices and moldings matched carefully, when the tower was added for a seamless appearance of the facade. The same care was taken for the interior when marble was selected for the building's lobby.

A truly monumental achievement of modernization, the **Mid-Continent Tower** displays an uncompromising integrity of style - yet more than half a century separates the two phases of the building's construction.

The original structure was built in 1918 by Joshua Cosden, one of Tulsa's most colorful oil barons - known in his day as the "Prince of Petroleum". Rising 16 stories above Fourth Street and Boston Avenue, the ornately decorated Tudor-Gothic "Cosden Building" was Tulsa's first skyscraper.

Later known as the "**Mid-Continent Building**", the Tulsa landmark was painstakingly restored to its original grandeur in 1980 - and re-equipped to meet the needs of a modern corporate environment. Soon thereafter, work was begun on the dramatic addition that would more than triple the building's size.

From an adjacent structural "twin", builders raised a cantilevered tower 20 stories above the **Mid-Continent Building**. Projecting 40 feet over the older building, the tower creates the appearance of an upward continuation of the original structure.

Completed in 1984, the **Mid-Continent Tower** received an Honor Award from The National Trust for Historic Preservation in 1985, and has won numerous other national awards since then. The building has been listed in the National Register of Historic Places since 1980.

*Thank you for your interest in the Cosden Facility  
Located on the 15<sup>th</sup> floor of the Mid-Continent Tower*

Standing tall on the Southeast corner of 4<sup>th</sup> and Boston, in downtown Tulsa, is the historic Mid-Continent Tower, a 36 story office building. We are offering the use of our Cosden Facility, which is comprised of the 15<sup>th</sup> floor of the Mid-Continent Tower, and includes a reception hall, auditorium and balcony.

Located at 401 S. Boston Avenue, it is easily accessible from the inner dispersal loop of Tulsa, with nearby hotels and churches. The building's beautiful design, view, prestigious setting and comfort make it desirable for any kind of function from business meetings and presentations to formal evening occasions.

We hope the information in this brochure is helpful to you in planning your event.

For more information or to make an appointment to see the Cosden Facility, please call the Event Coordinator , Indrek Redard at (918)587-1900.

Office hours are Monday - Friday 8:00 am to 5:00 p.m.

## PLANNING INFORMATION

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**CONTACT PERSON:** The Cosden Facility Coordinator (“Coordinator”), Indrek Redard, may be contacted through Argue Properties, Inc. at telephone number (918)587-1900, fax number (918)699-0324.

**FACILITIES:** The Mid-Continent Tower is a NO SMOKING facility. The reception hall/dining room will accommodate 125-150 guests for a dinner, and 175-200 for hors d’oeuvre events, with dance floor. The auditorium will accommodate 110 people.

**PARKING:** Parking arrangements in the Mid-Continent Auto Park, which is operated by an independent contractor, may be made through the Coordinator for an additional fee. Otherwise, parking is available on the street.

**KITCHEN:** A catering kitchen without cooking facilities is available.

**DELIVERIES:** Arrangements must be made with the Coordinator for all deliveries. All deliveries must be prepaid. A freight elevator is available for all deliveries.

**RESTROOMS:** Located on the 15<sup>th</sup> floor – one each, Men’s and Women’s; both are wheelchair accessible.

**FURNITURE:** Four octagon tables (60” x 60”), 10 square tables (40” x 40”), 7 square tables (30” x 30”), 75 chairs, and a portable bar are available for use in the 15<sup>th</sup> floor reception/dining area. The auditorium is equipped with 110 fixed theater seats and a podium. There is no additional charge for use of this furniture.

**MUSIC, SOUND AND PUBLIC ADDRESS EQUIPMENT:** All music, sound and PA equipment must be furnished by LICENSEE.

**TELEPHONE:** Two pay phones are located in the southeast corner of the ground floor lobby by the Atlas Life Building entrance.

**SECURITY:** One security guard is provided at no additional charge to LICENSEE. Additional security guards will be required at \$30.00/hour per guard with a 4-hour minimum when alcoholic beverages are served and/or the balcony is used and children under the age of fourteen will be present. The number of guards required will be determined by the Coordinator. The security guard(s) on duty during the License Period will be able to answer your questions or find the answers.

**LIGHTS:** The lights in various parts of the 15<sup>th</sup> floor can be dimmed if desired. The security guard(s) can dim the lights.

**Planning Information Continued**

**ACCESS:** LICENSEE will not have access to the Licensed Premises prior to the commencement of the License Period or after the License Period unless specific arrangements to the contrary are made with the Coordinator.

**ENDING TIME:** All property brought into the Building by LICENSEE or its guests, invitees, employees, contractors, and agents must be removed from the Building by the end of the License Period. The doors to the Licensed Premises will be locked at the end of the License Period unless specific arrangements to the contrary are made with the Coordinator. The caterer, band or DJ, photographer, etc. must be informed by the LICENSEE of the termination time of the License Period so they can have their equipment out by that time. If you feel the time needs to be extended, please notify the security guard. Extension of the end of the License Period will be at the Coordinator's discretion and will be subject to additional charges.

**CLEANUP:** Cleanup of the Licensed Premises using the Mid Continent Tower's cleaning crew is included with this contract. This includes basic cleanup of the premises and the fee to reposition all of the furniture to its original position.

***ARRANGEMENTS MUST BE MADE WITH THE COORDINATOR OR BY CALLING (918)587-1900 TO VIEW THE COSDEN FACILITY.***

**RULES FOR USE OF THE 15<sup>th</sup> FLOOR (Cosden Facility)**

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1. **SMOKING anywhere in the Mid-Continent Tower is prohibited.** There are ash containers located outside the front (North) main entrance doors and ash containers are located on the balcony.
2. The podium may not be moved out of the auditorium. Food and drinks are not allowed in the auditorium.
3. All decorations must be free standing. Nothing may be fastened to the walls, doors, ceiling, light fixtures, or any other part of the Building or to its furniture and equipment.
4. Mershon's Catering and Event Design provides exclusive catering services to the Mid-Continent Tower. Please contact Josh at (918) 747-0623 for further information on the services they provide. Only caterers approved by the Coordinator are allowed to work in the Building. If you decide to use an outside caterer there will be an additional fee of \$300.00 due 60 days before the License Period. Proof of caterer's liability insurance satisfactory to the Coordinator is required.
5. The LICENSEE must furnish all china, glassware, silverware, linens, serving utensils, and other like items.
6. Dispensers for drinks must be situated where they will not leak on the floor. If the portable bar is available and used, there are two sinks to catch the drips when the dispenser is properly located on it. If beer kegs are placed on the carpet they must be placed on waterproof floor mats, provided by the LICENSEE and approved by the Coordinator to protect the floor. Food tables, the portable bar (or any other bar setup), beer kegs or containers holding any ice or liquid are not allowed on the wood flooring.
7. **ALCOHOLIC BEVERAGE AND BEER REGULATIONS:**
  - a) All alcoholic beverages shall be provided and served only by persons properly licensed by the Alcoholic Beverage Laws Enforcement Commission ("Commission") and approved in advance by the Coordinator. Beer may only be served by the caterer approved in advance by the Coordinator.
  - b) No person under 21 years of age may be served, possess, or consume alcoholic beverages or beer anywhere in the Mid-Continent Tower. Unattended or self-serve bars are not allowed.
  - c) All alcoholic beverage and beer containers must be removed from the Licensed Premises by catering personnel or by the host in a manner authorized by law.
  - d) LICENSEE will comply with all applicable provisions of the Oklahoma Alcoholic Beverage Control Act (the "Act"), including without limitation the acquisition of any required licenses.

- e) All arrangements required by law for the providing, dispensing, and serving of alcoholic beverages and beer are the sole responsibility of LICENSEE. Compliance with and any penalty or fine imposed as a result of LICENSEE'S violation of the Act and/or the Rules and Regulations of the Oklahoma Alcoholic Beverage Laws Enforcement Commission are the sole responsibility of the LICENSEE.
  - f) LICENSEE will and will cause its guests, invitees, employees, contractors, and agents to comply with all statutes, laws, ordinances, regulations, and rules, including without limitation these rules, concerning the serving, consumption, storage, and handling of alcoholic beverages and beer.
8. Exits may NOT be blocked at any time. By order of the Fire Marshal at no time shall more than 250 people occupy the 15<sup>th</sup> floor at one time.
  9. Any property not belonging to the LICENSEE and/or the LICENSEE'S guests, invitees, employees, contractors, or agents may not be removed from the Building and any such property used shall be returned to its proper location by LICENSEE.
  10. Amplified music is allowed within limitations. LICENSEE will fully comply with all requests and directions of the Coordinator or the security guard in connection with music volume. LICENSEE must furnish all music equipment. The Coordinator or the security guard has the right to regulate the size of equipment and decibel level of amplification during the License Period. No music shall be performed outside of the Building or on the balcony. No dancing is allowed on the Licensed Premises except on a portable dance floor provided by Licensee and approved in advance by the Coordinator.
  11. No animals are allowed in the Building except service animals which assist the disabled.
  12. **PROHIBITED MATERIALS:** ABSOLUTELY NO WHEAT, FIREWORKS, SPARKLERS, RICE, FLOWER PETALS, HAY, STRAW, SAWDUST, BIRDSEED, SPRAY STRING, STREAMERS, CONFETTI, SAND, ROCKS, ARTIFICIAL SNOW, GLITTER OR SIMILAR MATERIALS may be thrown or brought inside the Building. ANY USE OF CANDLES MUST BE PRE-APPROVED BY THE COORDINATOR. If candle use is pre-approved, Licensee is responsible for ensuring candle wax is not spilled on furniture or floor. Unauthorized use of candles may constitute loss of a portion of the security deposit. Flower petals and bubbles are acceptable ONLY if they remain outside the Building AT ALL TIMES (including storage and for distribution to guests) and are not tracked into the building.
  13. LICENSEE will insure that none of the items brought in to the Building by LICENSEE or its guests, invitees, employees, contractors, and agents, including without limitation all catering equipment, garbage, decorating items, music and sound equipment, mar, scratch, tear or otherwise damage any portion of the Building, including without limitation the floors, fixtures, and furniture within the Building.

14. All items brought in to the Building by LICENSEE or its guests, invitees, employees, contractors, and agents, including without limitation all catering equipment, garbage, decorating items, music and sound equipment, must be removed by the end of the License Period specified in the License Agreement unless prior arrangements have been made with Coordinator. A trash compactor is located on the ground floor level at the back loading dock. LICENSEE will remove all garbage from the Licensed Premises and place it in the compactor located in the loading dock area using the freight elevator for transportation to that area. Plastic trash containers are available and the security guard will provide plastic liners to be used in the containers. **LICENSEE will not remove the trash liners from the plastic trash containers until outside of the Building** to prevent liquid from leaking on the floors.
15. Decorations outside the Building or on the balcony must be approved in writing in advance by the Coordinator.
16. The LICENSEE and the LICENSEE'S guests, invitees, employees, contractors, and agents are restricted to those areas of the Building specified in the License Agreement as the Licensed Premises.
17. All tables used will be cleared and wiped clean. The tables and chairs are to be arranged as shown on the attached diagram (Included in the Basic Cleaning – see above “Cleanup”).
18. Any liquid on the floor will be cleaned up immediately. If the portable bar was available and used, LICENSEE will empty the buckets under the bar. LICENSEE will clean the kitchen and kitchen floor if the kitchen was used. The portable bar or any other bar setup shall not be used on the wood floors.
19. LICENSEE should be certain that everything to be removed from the Building at the end of the License Period has been removed, unless otherwise agreed in advance, in writing by the Coordinator. Licensor is not responsible for any items left after the end of the License Period.
20. Firearms are not allowed in the Building except when in the possession of a federal, state or local law enforcement officer while acting in his or her official capacity.

## LICENSE DEPOSIT AND FEES

<b>Corporate Rates</b>	<b>Monday - Friday (8am - 5pm)</b>
Deposit	\$500.00
Auditorium & Banquet Room	\$700.00
Audio Visual Fee (Wi-Fi Access/Projector/Setup)	\$100.00

<b>Hourly Corporate Rates</b>	<b>Monday - Friday (8am - 5pm)</b>
Auditorium & Banquet Room	\$100.00

<b>Event Fees (Weddings, Receptions, Parties, etc..)</b>	<b>Mon. - Fri. Evenings &amp; Saturday (7 hours)</b>
Reservation / Damage Deposit	\$500.00
Rental Fee	\$1,500.00
Ceremony Fee	\$250.00
Add'l Security Fee	\$30.00 per hour* *4 Hour Minimum
Furniture Removal Fee	\$200.00

**Exclusive Catering By**  
 Mershon's Catering and Event Design **918-747-0623**

Your event will be assigned a complimentary event coordinator to help plan your event and work with your budget. Please call or email: [15thfloor@mershoncatering.com](mailto:15thfloor@mershoncatering.com) to get started [www.mershoncatering.com](http://www.mershoncatering.com)

*\* If you decide to use an outside caterer there will be an additional fee of \$300.00 due 60 days before the License Period*

**NOTE:** Reservation/Damage deposit is payable at the time of reservation of the Licensed Premises. Deposit, less any charge, will be refunded within 10 working days following the event. Remainder of total license amount is due 60 days prior to the License Period, unless reservation is made 60 days or less before the License Period. In which event the entire license amount is due upon execution of License Agreement. Failure to pay all deposits and license fees at least 60 days prior to the License Period may result in cancellation of the reservation for the event. All payments must be by money order or cashier's check made payable to Terry Argue, Receiver.

### TOTAL DEPOSIT AND LICENSE FEES

Reservation/Damage Deposit of \$500.00 to be paid at signing of License Agreement.

License fees of \$ \_\_\_\_\_ due \_\_\_\_\_

Date of function \_\_\_\_\_

Hours of Function \_\_\_\_\_

Type of Function \_\_\_\_\_

Bride's Name \_\_\_\_\_ Groom's Name \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Responsible Party

**Terry Argue, Receiver**  
 Argue Properties, Inc.  
 401 S. Boston, Suite 300  
 Tulsa, OK 74103

\_\_\_\_\_  
Print Name

Date Prepared: \_\_\_\_\_



## 1. USE OF LICENSED PREMISES:

(a) LICENSEE shall neither commit nor permit waste of the Licensed Premises, any of the LICENSOR'S property located on or about the Licensed Premises, or the Mid-Continent Tower ("Building") and shall use with care and not damage, destroy or remove any of the fixtures, improvements or personal property on or about the Licensed Premises or elsewhere in the Building and shall cause LICENSEE'S guests, invitees, employees, contractors, and agents to do the same. LICENSEE shall not use the Licensed Premises or allow the Licensed Premises to be used for any purpose prohibited by any law, statute, ordinance or regulation of any governmental authority. At the end of the License Period, LICENSEE shall return to LICENSOR the Licensed Premises and all of the property located thereon at the commencement of the License Period ("LICENSOR'S Property"), in the same condition as it was when occupancy began. In the event of damage to the Licensed Premises or the Building or any damage to or destruction or removal of any of the LICENSOR'S Property located thereon during the use of the Licensed Premises by LICENSEE, or its guests, invitees, employees, contractors, and agents, LICENSEE shall pay to LICENSOR the cost of repairing, restoring or replacing same within five (5) days by application of the unused reservation/damage deposit and, if such deposit is not sufficient to cover such cost, LICENSEE will make immediate payment to LICENSOR of the remaining unpaid amount upon presentation of LICENSOR'S invoice to LICENSEE.

(b) LICENSEE shall be responsible for the set up and return to their original places of any of LICENSOR'S Property, including all furniture or equipment used during the event.

(c) LICENSEE agrees to fully vacate the Licensed Premises and the Building by the expiration time of the License Period and to pay any additional expenses incurred by LICENSOR as a result of any delay in vacating the Licensed Premises. LICENSEE shall inform all of its guests, invitees, employees, contractors, and agents of the commencement and expiration times of the License Period and to insure that equipment, accessories, and other property brought onto the Licensed Premises are removed by the expiration time of the License Period.

(d) It is agreed that LICENSOR'S Fifteenth Floor Coordinator and security guard(s) are authorized to act on behalf of LICENSOR at all times before, during, or after the License Period. LICENSEE agrees that the decisions of the Coordinator and the security guard(s) decisions shall be conclusive and agrees to abide by any requirements of the Coordinator and/or the security guard(s).

(e) A copy of (i) *Planning Information*, (ii) *Rules for Use of the Fifteenth Floor of the Mid-Continent Tower*, and (iii) *Work Sheet for License Deposits and Fees* are attached hereto and made a part hereof as if fully set forth herein. LICENSEE shall, and shall cause its guests, invitees, employees, contractors, and agents to abide by all of the terms and conditions of this Agreement.

(f) Coordinator will specify to LICENSEE who will be LICENSOR'S representative at the event.

## 2. FEES AND REFUNDS:

(a) **License Fee** covers only the specific hours and licensed areas set forth above and is payable as set forth above. If the event, including set-up and cleanup, extends beyond the License Period, a charge of \$100.00 per hour will be paid by LICENSEE upon demand from LICENSOR.

(b) **Reservation/Damage Deposit** (the “Deposit”) shown above has been paid upon execution of this Agreement. The Deposit will be held by LICENSOR to cover any damages and additional fees that may result from use of the Licensed Premises. The cost of any repairs or replacements resulting from damage associated with LICENSEE’S use of the Licensed Premises and/or violation of the terms of this Agreement, any additional fees and all other amounts owed by LICENSEE to LICENSOR will be deducted from the Deposit before a refund is made and any costs or fees as described in the preceding sentence in excess of the Deposit shall be paid by LICENSEE within 5 days to LICENSOR upon demand.

(c) If payment in full of the License Fee, if not paid at the time of execution of this Agreement, is not received by LICENSOR on or prior to the date set forth above for such payment, LICENSEE shall be in default of its obligations hereunder and LICENSOR may terminate the license granted hereunder without arranging for an alternate date and retain the Reservation/Damage deposit as liquidated damages, not as a penalty, for LICENSEE’S breach.

(d) If written notice of the cancellation of an event is given to LICENSOR by LICENSEE more than 60 days prior to the commencement of the License Period, one-half of the Reservation/Damage Deposit will be refunded to LICENSEE. If notice is given less than 60 days prior to the commencement of the License Period, LICENSEE will not receive a refund of any part of the Reservation/Damage Deposit.

(e) If written notice of cancellation is given to LICENSOR after the License Fee and other fees have been paid, fees shall be refundable as follows: 30- 59 days prior to event - 50% of the total fees; less than 30 days prior to the event - 25% of the total fees.

(f) LICENSOR and LICENSEE agree that given the unique nature of the Leased Premises the precise amount of damages sustained by LICENSOR as described in this Section 2 would be extremely difficult to ascertain.

(g) No refunds will be made on account of inclement weather.

### **3. LIMITATION ON LIABILITY:**

LICENSOR, Fourth Street Associates, RMM Corporation, and Argue Properties, Inc., and the officers, agents, managers, and employees of each (the “Indemnified Parties”) shall not be liable to LICENSEE or to LICENSEE’S guests, invitees, employees, contractors, or agents for any injury to person or damage to property, including without limitation liability for consequential damages, caused by any act, omission, or neglect of LICENSEE, its guests, invitees, employees, contractors or agents entering the Building under the invitation of LICENSEE or arising out of the use of the Licensed Premises by LICENSEE and the conduct of the event or out of a default by LICENSEE in the performance of its obligations hereunder. LICENSEE hereby indemnifies and holds the Indemnified Parties, and each of them, harmless from all liability and claims for or resulting from any such damage or injury.

### **4. SECURITY:**

Security during the event shall be at the cost of LICENSEE and shall be required as determined by and in the sole judgement of the LICENSOR. The number of security guards required may be increased at any time subsequent to the execution of this Agreement, including during the event, in Coordinator’s sole discretion and LICENSEE shall pay for such additional security guards in addition to those required as provided above.

**5. ACKNOWLEDGEMENT:**

LICENSEE acknowledges that LICENSEE has received a copy of this Agreement, has read and understood this Agreement, and agrees to abide by its terms and provisions.

**6. PRESENCE OF LICENSEE:**

LICENSEE will be present at the Licensed Premises at all times during the License Period.

**7. TERMINATION OF EVENT:**

The Coordinator may terminate the event and the License Period at any time the Coordinator in his or her sole discretion determines that the conduct of the LICENSEE or any of its guests, invitees, employees, contractors, or agents require the same in which event no refunds will be made of any deposits or fees paid.

**8. EXECUTION BY PARTIES:**

This Agreement is not binding on either party hereto until such time as it has been executed by both parties hereto.

**LICENSOR:**

Terry Argue, Receiver  
By: Argue Properties, Inc., his agent

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone No. 918-587-1900

**LICENSEE:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

**PLEASE RETURN TO:**

Argue Properties, Inc.  
ATTN: Indrek Redard  
401 S. Boston, Suite 300  
Tulsa, OK 74103