

PROFESSIONAL SERVICES & SPONSORSHIP AGREEMENT
Broken Arrow Film Festival & Convention (BAFF)

This Professional Services & Sponsorship Agreement ("Agreement") is made and entered into as of October 14, 2025 (the "Effective Date") by and between City of Broken Arrow, Oklahoma, a municipal corporation ("City"), and BA Film Festival, LLC ("Contractor").

RECITALS

A. City desires to support a community film festival and convention titled "Broken Arrow Film Festival & Convention" ("Event" or "BAFF") to be held on or about October 2-4, 2026 at Warren Theatre and Stoney Creek Hotel within the City.

B. Contractor represents that it has the experience, personnel, and resources to plan, produce, and manage BAFF.

C. City agrees to provide a one-time, upfront grant of fifty thousand dollars and zero cents (\$50,000.00) to support eligible Event costs, in exchange for the public benefits and Title Sponsor recognition and deliverables set forth herein.

D. City will not provide in-kind services or fee waivers under this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Services. Contractor shall plan, produce, manage, and execute BAFF, including programming, venue coordination, screening operations, convention floor logistics, marketing/promotion, equipment rental and technical operations, awards and ceremonies, and Event staffing.

1.2 Standard of Performance. Services shall be performed in a professional and workmanlike manner consistent with industry standards for film festivals of similar size.

1.3 No City Services. City provides no in-kind services, fee waivers, staffing, security, or equipment under this Agreement. Contractor is responsible for all operational needs.

2. TERM; SCHEDULE

2.1 Term. The Term begins on the Effective Date and continues through the later of (i) thirty (30) days after completion of BAFF or (ii) City's acceptance of the post-Event report and financial reconciliation required by §8.

2.2 Milestones. Contractor shall meet the milestones and deliverables in Exhibit A (Event Plan & Deliverables). City may suspend or withhold payments (including clawback remedies) for missed milestones or deliverables.

3. CITY FUNDING; ELIGIBLE USES; PAYMENT

3.1 Grant Amount. City shall provide a one-time upfront grant of fifty thousand dollars and zero cents \$50,000.00 ("City Grant").

3.2 Disbursement. City will disburse the City Grant within fifteen (15) business days after full execution and City's receipt of: (a) Contractor's W-9, and (b) insurance certificates/endorsements required by §6.

3.3 Eligible Uses (Restricted). City Grant funds may be used only for the categories in Exhibit C (Eligible Uses of City Grant Funds). No other uses are permitted.

3.4 Documentation. Contractor shall maintain itemized budgets, invoices, receipts, and proof of payment for all City-funded costs and provide them to City upon request and with the post-Event report.

3.5 No Additional Consideration. City owes no amounts beyond the City Grant.

4. TITLE SPONSOR BENEFITS; BRANDING & PUBLICITY

4.1 Title Sponsor Recognition. City (and/or Visit Broken Arrow, "VBA" at City's election) shall receive the Title Sponsor benefits set forth in Exhibit B (Title Sponsor Benefits & Branding), which are material obligations of Contractor.

4.2 Logo & Marks. City grants Contractor a limited, non-exclusive, revocable license to use City and/or VBA names and logos solely to fulfill Exhibit B, subject to City's brand guidelines and prior artwork approval. All goodwill inures to City.

4.3 Approvals. Contractor shall submit logo placements and marketing materials featuring City/VBA for prior written approval by City (approval not to be unreasonably withheld).

4.4 No Endorsement. Nothing herein constitutes City's endorsement of Contractor or any third party.

5. PERMITS; COMPLIANCE; ALCOHOL

5.1 Permits. Contractor shall at its cost obtain and comply with all required permits and licenses (e.g., venue permits, special event permits if applicable, copyrights/film exhibition rights).

5.2 Alcohol (If Any). If alcohol is offered by Contractor or its concessionaires, Contractor is solely responsible for compliance with all applicable laws and licenses including procuring a license from the Oklahoma ABLE Commission. The City is not a seller, server, or licensee and assumes no responsibility for alcohol service or compliance.

6. INSURANCE & RISK TRANSFER

6.1 Coverage. At its expense through the Term, Contractor shall maintain:

- (a) Commercial General Liability (occurrence form) \$1,000,000 per occurrence / \$2,000,000 aggregate, including contractual liability and products/completed operations;
- (b) Automobile Liability (owned, hired, non-owned) \$1,000,000 CSL;
- (c) Workers' Compensation per law and Employer's Liability \$500,000;
- (d) Umbrella/Excess Liability \$2,000,000 following form over CGL/Auto.

If alcohol is served by Contractor or its concessionaire, add Liquor Liability \$1,000,000 (or Host Liquor if applicable).

6.2 Endorsements. CGL (and Umbrella) shall name City of Broken Arrow as Additional Insured (ISO CG 20 10 and CG 20 37 or equivalent), be primary & non-contributory, and include a waiver of subrogation in City's favor.

6.3 Proof. Certificates and AI/waiver endorsements are due no later than thirty (30) days prior to the Event.

6.4 Vendors/Subs. Contractor shall require vendors and subcontractors to carry coverage commensurate with their scope and flow down insurance/indemnity obligations.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of Contractor's (or its vendors'/subcontractors') negligent acts/omissions, willful misconduct, breach of this Agreement, or violation of law. Nothing waives City's defenses or immunities under the Oklahoma Governmental Tort Claims Act.

8. RECORDS; REPORTING

8.1 Open Records. Contractor acknowledges that records in City's possession may be subject to the Oklahoma Open Records Act.

8.2 Post-Event Report. Within thirty (30) days after BAFF concludes, Contractor shall submit a report including: attendance estimates; number of films/blocks; venue list; marketing reach (impressions/engagements); hotel/visitor impact (if known); a financial summary of City-funded expenditures with receipts; and confirmation of Exhibit B delivery (with samples/photos/links).

9. FESTIVAL COMMITTEE (ADVISORY)

9.1 Formation & Members. Within thirty (30) days of the Effective Date, Contractor shall convene an advisory Festival Committee to provide input on programming, marketing, and community engagement. The Committee shall include, at minimum: (i) the City's Tourism Manager, and (ii) the Visit Broken Arrow Marketing & Communications Coordinator, or their designees.

9.2 Role. The Committee is advisory only and has no binding authority over City or Contractor. Meetings may be virtual or in person at reasonable intervals prior to the Event.

10. TERMINATION; REMEDIES; CLAWBACK

10.1 Termination for Cause. Either party may terminate for material breach not cured within 10 days after written notice.

10.2 City Convenience (Pre-Disbursement). City may terminate for convenience any time before disbursement of the City Grant with no liability.

10.3 Event Non-Occurrence (Full Refund). If BAFF does not occur on the scheduled dates and is not rescheduled within 90 days with City's written consent, Contractor shall refund the entire \$50,000 City Grant to City within 30 days of City's written demand.

10.4 Clawback for Non-Performance/Misuse. If Contractor materially fails to deliver the Title Sponsor benefits in Exhibit B, materially breaches Exhibit A deliverables, or uses funds for non-eligible purposes, City may demand repayment of all or part of the City Grant proportionate to the breach, and Contractor shall remit the demanded amount within 30 days.

10.5 Survival; Interest; Fees. Repayment obligations survive termination. Late amounts accrue interest at the lesser of 1% per month or the maximum allowed by law. City is entitled to reasonable attorneys' fees and costs to enforce repayment.

11. FORCE MAJEURE

Neither party is liable for failure or delay due to causes beyond its reasonable control (e.g., severe weather, government orders). If the Event does not occur for any reason—including force majeure—§10.3 applies unless City agrees in writing to a rescheduled Event date within ninety (90) days.

12. ASSIGNMENT; SUBCONTRACTING; INDEPENDENT CONTRACTOR

Contractor shall not assign this Agreement or subcontract material portions of the Services without City's prior written consent. Any approved subcontracting does not relieve Contractor of responsibility for performance. Contractor is an independent contractor.

13. NON-DISCRIMINATION; COMPLIANCE WITH LAWS

Contractor shall not discriminate on any unlawful basis and shall comply with all applicable federal, state, and local laws, codes, and ordinances.

14. NOTICES

Notices shall be in writing and delivered personally, by certified mail (return receipt), or recognized courier to:

City:

City of Broken Arrow, Oklahoma

Attn: [Department/Title]

[Street Address]

Broken Arrow, OK [ZIP]

Email: []

Contractor:

[Legal Name & Address]

Attn: [Authorized Signatory, Title]

Email: []

Either party may update notice info by written notice.

15. MISCELLANEOUS

15.1 Entire Agreement; Exhibits. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. In case of conflict, the body controls over the Exhibits.

15.2 Severability; Waiver. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement is not a waiver of any permit or other

legal requirements and does not assure approval based upon any circumstances other than compliance with the law.

15.3 Governing Law; Venue. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Contractor shall conform to and abide by all Federal, State, and local laws and regulations, including, but not limited to all laws regarding the employment of aliens, and no person shall be subjected to discrimination under a project, program, or activity supported by this Agreement.

15.4 Counterparts; E-Signatures. This Agreement may be executed in counterparts and electronically.

15.5 Modification. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BROKEN ARROW, OK

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this ____ day of _____, 2025, by _____, who acknowledged that he/she is the _____ (title/office) of _____, an Oklahoma limited liability company, and that he/she executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Notary Public

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

EVENT PLAN & DELIVERABLES

City's funding and sponsorship recognition depend on timely delivery and approval where indicated.

A. Event Fundamentals (Due: 60 days pre-Event])

1. Event Dates/Hours and Venue(s) (addresses; capacity).
2. Programming Plan: estimated number of features; shorts blocks; panels/workshops; awards program.
3. Run-of-Show (key timelines for each day; venue open/close; awards).
4. Contact Matrix (festival director/PM; programming lead; technical lead; marketing lead; volunteer coordinator; venue manager).

B. Operations (Due: 30 days pre-Event])

5. Technical Plan (projection/audio specs; equipment rental list; operator plan; rehearsal/screen test schedule).
6. Venue Agreements (proof of venue bookings or letters of intent).
7. Accessibility Plan (ADA seating/lines; captioning availability if any; accessibility communications).
8. Crowd Management & Safety (queuing, ticketing, volunteer staffing; if alcohol is present, identify licensee and control areas).

C. Marketing & Sponsorship (Due: 90 days pre-Event])

9. Marketing/Promotion Plan (channels, ad buys, influencers/partners).
10. Logo Placements: proofs for City/VBA on trailers/slides, print, web, social, credentials, step-and-repeat, shirts/merch (as applicable).
11. FilmFreeway Listing with City/VBA logos (link/proof).
12. Employee Discount: 10% code configuration and distribution plan; validity dates and redemption instructions.
13. VIP Passes: twenty (20) all-access VIP credentials prepared for City pick-up prior to Day 1.

D. Financials & Reporting

14. Budget Summary identifying how City Grant funds will be allocated across Exhibit C categories (Due: 30 days pre-Event).

15. Post-Event Report with receipts for City-funded items; samples/links of required logo placements; photo/video proof of branding; social metrics (Due: 30 days post-Event).

EXHIBIT B
TITLE SPONSOR BENEFITS & BRANDING (CONTRACTOR OBLIGATIONS)

Contractor shall deliver the following Title Sponsor benefits (City and/or Visit Broken Arrow (“VBA”) at City’s election):

1. Employee Ticket Discount. Provide 10% off individual film tickets for City of Broken Arrow employees via a discount code supplied by Contractor to City. City will distribute the code internally. The code must be active from [launch date] through the last Event day.
2. VIP Access. Provide 20 VIP Event Passes (all-access for all three days) to City before Day 1.
3. On-Screen Logos – Features & Shorts. Display the City and/or VBA logo (as City directs) at the start of every feature and at the start of each shorts block. Logos shall appear solo and run in consecutive order, each displayed prominently for not less than three (3) seconds full-screen or equivalent prominence.
4. Print Materials. Place the City and/or VBA logo on all print media, including event posters, print ads, and printed promotional pieces for sponsor display.
5. Credentials. Place the City and/or VBA logo on all VIP event passes and credentials.
6. FilmFreeway. Display the City and/or VBA logo on the FilmFreeway BAFF page.
7. Apparel & Merch. Place the City and/or VBA logo on Event T-shirts (if produced) and available attendee merchandise where logos are included; and on volunteer T-shirts worn during all Event days.
8. Photo/Media Backdrop. Include the City and/or VBA logo on the photo/selfie/media backdrop alongside other VIP sponsors and the BAFF logo.
9. Social Media. Co-brand City and/or VBA in BAFF social posts on Facebook, Instagram, and TikTok at reasonable frequency pre-Event and during the Event (minimum: two (2) pre-Event posts and two (2) during Event days including at least one live/posted recap).
10. NURVE Magazine Placement. Contractor shall ensure that BAFF sponsor NURVE Magazine provides a full-page ad in each issue during the campaign promoting the Broken Arrow Film Incentive (provide proofs/links to City).
11. Approvals & Proofs. All placements and materials using City/VBA marks are subject to prior City approval; Contractor shall furnish proofs/screeners and reasonable evidence of placement performance with the post-Event report.
12. Opportunity for Broken Arrow City Leadership and/or elected officials to deliver the following as desired: Welcome Speech/Introduction at Friday’s welcome event.

Introduction of VIP Host (TBD date/time), and Present Awards on Saturday night during the Awards Ceremony.

EXHIBIT C
ELIGIBLE USES OF CITY GRANT FUNDS (RESTRICTED)

City Grant funds may be used only for the following BAFF costs:

1. Venue Costs (room/theatre rental, associated venue technical fees).
2. Marketing & Promotion (media buys, print, digital, social, trailer production, PR).
3. Equipment Rental (projection, audio, lighting, staging relevant to screenings/panels).
4. Awards (trophies/plaques and direct ceremony expenses).
5. Event Staff Pay limited to: programmer(s), judges, general staff to manage attendees, convention organizer/producer, and comparable temporary Event labor directly tied to BAFF delivery.

Not Eligible: general overhead/administration, capital purchases, unrelated programming, fines/penalties, alcohol purchases, debt service, or any costs not directly tied to BAFF execution.