

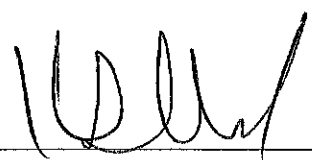
PROMOTIONAL LICENSE ON CITY PROPERTY

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Keep Broken Arrow Beautiful, LLC (KBAB). The CITY hereby grants the license to KBAB for the exclusive use of Main Street between Commercial Street and Ft. Worth Street and the Rose District Plaza beginning at 1:00 p.m. on Friday, May 31st, 2019, for the purpose of setup, artists, and event activities of the Rose Festival. The event may run on Friday, May 31st between the hours of 5:00 p.m. and 11:00 p.m. and Saturday, June 1st, 2019, between the hours of 9:00 a.m. and 7:00 p.m.
2. The CITY hereby grants the license to KBAB for the use of the Broken Arrow Events Park beginning at 8:00 a.m. on Sunday, June 2nd, 2019 for the purpose of setup and event activities of the Rose Kites Over Broken Arrow event. The event may run on Sunday, June 2nd between the hours of 10:00 a.m. and 4:00 p.m. This license expires at 9:00 p.m., Sunday, June 2nd, 2019.
3. KBAB may select at their discretion and expense, such promotional facilities and displays as it deems desirable, including, but not limited to, fairs, artistic displays, and other facilities as needed for recreational, artistic, or cultural displays. Permits, if required, shall be the responsibility of KBAB to obtain from appropriate CITY offices. KBAB may select or limit the vendors who are permitted to sell wares within the licensed area; however, this license does not provide for any such restrictions to private property. KBAB shall ensure that all such vendors have valid sales tax identification numbers and shall require by contract that all such vendors collect and report sales tax to Broken Arrow's account with the Oklahoma Tax Commission. KBAB shall file copies of all vendor licenses and contracts with the CITY, upon request. The CITY retains the right to enforce all ordinances of the CITY as are applicable and appropriate to the location. Unless otherwise agreed by the parties, KBAB shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of the Rose Festival activities, and shall hold the CITY harmless from any claims arising in tort or in contract from the selection, installation, maintenance, or operation of such facilities or from the grant or refusal of vendor permits.
4. KBAB shall further be responsible for arranging for all such utilities as may be required, including adequate sanitary facilities, and shall also be responsible for arranging and obtaining the necessary permits for the food booths from Tulsa City-County Health Department. All beer, wine or alcohol sales shall meet the requirements of state and local law. KBAB shall ensure that there is sufficient security where beer, wine or alcohol is being sold.
5. KBAB or its licensees shall not remove or damage any trees or other plantings in the licensed area, nor damage any publicly owned property such as traffic signals, sidewalks, streets, etc. in any way.

6. Neither KBAB nor anyone in contact with them may use any loud speaker system or public address system, except for the speaker system used at the stage or designated entertainment areas absent the separate advance approval of the City Council.
7. KBAB shall be responsible for establishing and conducting a meeting with the Special Events Committee or the Community Event Manager at least 30 days prior to the date of the event. Said meeting shall be called to arrange for all appropriate public safety or services, and to minimize the interference with other CITY functions and locations not involving the licensed premises. Any additional requests by KBAB for services or facilities to be provided by the CITY must be submitted in writing no later than May 8, 2019. Requests for services submitted after this date will be subject to charge.
8. KBAB shall provide appropriate premise and general liability insurance policies with the single limit of \$1 million for all losses caused by the use of the licensed premises during the duration of the license. A copy of the policy shall be filed with the Community Event Manager prior to May 8th, 2019, and shall name the CITY as an additional named insured.
9. KBAB shall be responsible for assuring the prompt removal of all event facilities and construction materials, and all activities. Such removal shall commence at the termination of the festivities and be completed by 11:00 p.m. Saturday, June 1st 2019 for the Rose Festival and by 5:30 p.m. Sunday June 2nd, 2019 for the Rose Kites Over Broken Arrow event. KBAB shall be responsible for general clean-up of the area of the event.
10. KBAB shall do its utmost to curb illegal parking in residential areas surrounding the event location.
11. In cooperation with the Police Department, the event location, Main Street from Commercial to Ft. Worth will be closed to traffic beginning at 1:00 p.m. on Friday, May 31st, 2019 until no later than 11:00 p.m. on Saturday, June 1st, 2019 (see attached map).
12. It is the event organizers' responsibility to cancel events due to pending or forecasted inclement weather and to notify all parties of the cancellation. Should inclement weather be an imminent public safety concern then the City of Broken Arrow Emergency Manager shall have authority to cancel the event.

Dated this _____ day of _____, 2019.

APPROVED AS TO FORM:



CITY OF BROKEN ARROW,
OKLAHOMA

Deputy City Attorney

Mayor

ATTEST:

City Clerk (Seal)

Keep Broken Arrow Beautiful
BROKEN ARROW, OKLAHOMA

Sharon Atcheson
Sharon Atcheson, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this 3rd day of May 2019, personally appeared, Sharon Atcheson, known to me to be the identical person who executed the within and foregoing instrument, as the President of the KBAB and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Dana K. Holland
Notary Public

My Commission Expires:

12-18-2022

