

**2017 PROMOTIONAL LICENSE BETWEEN
ICE CHALLENGE ENTERPRISES, LLC AND THE CITY OF BROKEN ARROW**

This Agreement (“Agreement”) is entered into between the CITY OF BROKEN ARROW, Municipal Corporation and ICE CHALLENGE ENTERPRISES, LLC (“Ice Rink Operator”), collectively the (“Parties”);

WHEREAS, the City is the owner of public property and facilities known as The Rose District Plaza and Pavilion (“Premises”), Broken Arrow, Oklahoma County, State of Oklahoma; and

WHEREAS the City recognizes that a portion of Premises will be utilized for an outdoor ice rink to provide these recreational services for the benefit of the health, safety and welfare of the residents of City of Broken Arrow; and

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, City and the Ice Rink Operator agree as follows:

1. The City hereby grants the right and privilege to the Ice Rink Operator to use the facilities and property located generally at Premises; and
2. This Agreement term shall take effect November 8th, 2017 and end January 31st 2018. This agreement can be renewed for two additional terms from the beginning of November to the end of January in successive years, by being renewed in writing by the Ice Rink Operator and acknowledged by the City by the first day of March following the end of each term. In consideration of the City making this Property available for an outdoor ice rink the Ice Rink Operator will provide the City thirty cents (\$0.30) per ticket after the first seven thousand (7,000) paid attendance and fifty cents (\$0.50) on every ticket after ten thousand (10,000) until an amount not to exceed seven thousand dollars (\$7,000) is collected. Ice Rink Operator acknowledges that the fee will be due to the City within 30 days following the end of each term.
3. Ice Rink Operator shall not make any changes to any structures or any permanent improvements to the Property without first receiving written permission of the City.
4. It is understood that it is in the public interest that the activities for the ice rink would be limited to such a number and otherwise regulated by Ice Rink Operator as to insure the public health, safety and welfare during the use of the ice rink and to maintain high standards of quality for the use and benefit of the citizens of Broken Arrow. It is agreed that the Property is to be used by the Ice Rink Operator for the purposes of recreation and education, and primarily for the purpose of playing, training and promoting ice skating and associated support services. Any other use of the Property must be approved by the City.

It is further understood that the Ice Rink Operator will be responsible for all necessary permits associated with staging and operating an ice rink with their support activities.

5. Ice Rink Operator shall not assign this Agreement, or any interest herein, or subject any portion of the Property without the consent of the City. The Ice Rink Operator may grant permission and authority to any entities to occupy and use the Property for any supportive services necessary such as food concessions and a Temporary Automated Teller Machine.
6. Ice Rink Operator shall indemnify and hold the city harmless from all claims, suits, actions or judgements, including but not limited to all expenses, attorney's fees, witness fees and all other cost of defending any such action or claim or appeals therefrom, arising out of any defect of the premises or from the maintenance or operation and of the ice rink by the Ice Rink Operator, its agent, servants or employees or its invitees or associated supportive service activities.
7. The Ice Rink Operator, at their expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in the State of Oklahoma by the Oklahoma Insurance Commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the Ice Rink Operator against all liabilities, judgments, costs, damages and expenses that may accrue against, be charged to, or recovered from the City, on account of any matter or thing that may occur on the Property. Ice Rink Operator will furnish the City a certificate of insurance evidencing general liability coverage for property damage and bodily injury, in a combined single limit of not less than One Million Dollars (\$1,000,000,000) per occurrence and will name the City as additional insured.
8. The Ice Rink Operator is authorized to install, place and maintain improvements within the Property during the term of the agreement, and such installation, placement and maintenance, as well as removal, of improvements within the Property shall be at the sole risk and expense of the Ice Rink Operator. Furthermore, the City reserves the right to retain the ownership, use, occupancy or possession of any such improvements in place following the end of the term of the agreement and Ice Rink Operator shall not have a claim against the City if the City exercises such right.
9. It is understood and agreed that the Ice Rink Operator shall assume full responsibility for ensuring the protection of the Property. For purposes of this section, any damage, which may occur to the Property, will be the responsibility of the Ice Rink Operator during the term of this agreement as a result of the Ice Rink Operator's use of the Property. There will be two (2) inspections of the Property by the Ice Rink Operator and the Director of Parks and Recreation, one at the beginning of the term and to confirm current conditions of the

facility and one at the end of the term to assure the facility is in good condition following the use of the Property. Any damage conditions will be repaired by Ice Rink Operator prior to any consideration of contract renewal. This section specifically excludes normal wear and tear as determined by the Director of the Parks and Recreations.

10. The Ice Rink Operator will be responsible to collect the trash from the containers located within the Property. The City will provide the appropriate containers for the removal of the waste from the site. The City shall provide at no charge, solid waste collection, onsite toilets, water and the sand material necessary for staging the rink.
11. The City will provide some holiday lighting in the area of the ice rink. This holiday lighting and any additional area lighting will be coordinated with the Ice Rink Operator. The City shall provide electrical service to the site of the rink at the City's expense.
12. Before the expiration of the term of the agreement, Ice Rink Operator shall dismantle and remove any improvements not retained by the City and shall clean up trash and debris. In the event that Ice Rink Operator fails to fulfill these obligations in a timely manner, the City shall have the right to do or have done such work and recover the cost of such work from Ice Rink Operator.
13. Security will be determined and provided by the Ice Rink Operator for the daily operation of the ice rink and protection of the equipment and supplies while located on the Property.
14. The Ice Rink Operator shall have the right to prohibit anything within the Property that would endanger the patron's use of the Property. Further the Parties agree that the Ice Rink Operator shall have the right to post the appropriate signs setting forth such prohibitions.
15. The Ice Rink Operator agrees to provide ice skating and recreation activities without discrimination as to race, religion, color, creed, sex or national origin. Under normal conditions, the Ice Rink Operator will not schedule activities after 11:00pm daily.
16. The Ice Rink Operator shall not make or suffer any use of occupancy of the Property contrary to any law, state statute or city ordinance currently in effect or hereafter adopted. At all times during the operation of the ice rink, The Ice Rink Operator shall comply with all requests and requirements made by representatives for the City Manager, Chief of Police, Fire Chief, and Director of Parks and Recreation of the City with respect to security, surveillance and public safety, pedestrian matters, fire safety and all matters related thereto, and at all times the foregoing City officials and their designated agents shall be allowed to fully inspect the operation of the ice rink and the Property.

17. This agreement shall only be amended in writing with the mutual consent of the Ice Rink Operator and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Broken Arrow, and Ice Challenge Enterprises, LLC, by their representatives, set their hands to this agreement of the _____ day of _____ 2017.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA



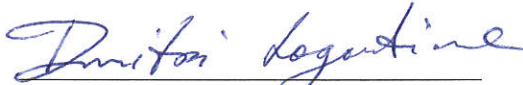
Assistant City Attorney

Mayor

ATTEST:

ICE CHALLENGE ENTERPRISE, LLC

City Clerk (Seal)



Dmitri Logoutine, Owner Operator

STATE OF OKLAHOMA)

County of TULSA) ss.

Before me, a Notary Public, on this 10th day of August 2017, personally appeared, Dmitri Logoutine, known to me to be the identical person who executed the within and foregoing instrument, and as the owner/operator of the ICE CHALLENGE ENTERPRISE, LLC 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.

Laurel Ouellette
Notary Public

(SEAL)

My Commission Expires: Oct 26, 2018

