

PROMOTIONAL LICENSE

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Broken Arrow Arts Council (BAAC). The CITY hereby grants the license to the BAAC for the use of the Main Street between Broadway Avenue and Dallas Street beginning at 5:00 p.m. on Friday, September 25th, 2015, for the purpose of setup and artists only. This license expires at 8:00 p.m., Saturday, September 26th, 2015. The event may run on Saturday, September 26th, 2015, between the hours of 8:00 a.m. and 8:00 p.m.
2. The BAAC 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 the BAAC to obtain from appropriate CITY offices. The BAAC 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. The BAAC 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. BAAC shall file copies of all vendor licenses and contracts with the CITY. 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, the BAAC shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of Chalk It Up! 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.
3. The BAAC 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. The sale and consumption of low-point beer is permitted within the entertainment district. All low-point beer sales shall meet the requirements of state and local law. The BAAC shall ensure that there is sufficient security where low-point beer is being sold.
4. The BAAC 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.
5. Neither the BAAC 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.
6. The BAAC shall be responsible for establishing and conducting a meeting with the Special Events Committee prior to the start of any construction. Said meetings shall be called to arrange for all appropriate public safety responses, and to minimize the

interference with other CITY functions and locations not involving the licensed premises. The CITY will provide the services shown on Attachment A. The request for services, referred to as Attachment A must accompany the contract. Said services will be provided at no charge to the BAAC. The City of Broken Arrow and the Convention and Visitors Bureau agree to pay for services related to music, porta johns, sound, road closures, security, stage and barricades not to exceed eight thousand dollars (\$8,000.00). Any additional requests by the BAAC for services or facilities to be provided by the CITY must be submitted in writing no later than September 1st, 2015. Requests for services submitted after this date will be subject to charge.

7. The BAAC 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 City of Broken Arrow Risk Manager prior to September 1st, 2015, and shall name the CITY as an additional named insured.
8. The BAAC 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 8:00 p.m. Saturday, September 26th, 2015. The BAAC shall be responsible for general clean-up of the area of the event.
9. The BAAC shall do its utmost to curb illegal parking in residential areas surrounding the event location with the City of Broken Arrow's assistance. The CITY will provide the BAAC with the names and addresses of persons living or doing business in the area bound generally by Houston Street to the south, Lynn Lane to the east, Elm Place to the west, and Kenosha Street to the north. The BAAC shall be responsible for notifying the homeowners and businesses in this area of the upcoming event with assistance from the City of Broken Arrow.
10. In cooperation with the Police Department, the event location, Main Street from Broadway to Dallas will be closed to traffic beginning at 5:00 p.m. on Friday, September 25th, 2015 until no later than 8:00 p.m. on Saturday, September 26th, 2015 (see attached map).
11. 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 27th day of August, 2015.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA

Lesli Myers
Deputy City Attorney

Mayor

ATTEST:

City Clerk (Seal)

Broken Arrow Arts Council
BROKEN ARROW, OKLAHOMA

[Signature]
_____, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this 27th day of August 2015, personally appeared, _____, known to me to be the identical person who executed the within and foregoing instrument, as the President of the BAAC 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.

Rhonda Joy Hunter
Notary Public

My Commission Expires:

