

2016 PROMOTIONAL LICENSE AGREEMENT

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Broken Arrow Chamber of Commerce (CHAMBER). The CITY hereby grants the license to the CHAMBER for the use of the Community Center together with the entire Central Park, exclusive of the swimming pool, ("Park") beginning at 8:00 a.m. on Monday, May 9, 2016 and expiring on at noon, Monday, May 16, 2016.
2. The license grants the CHAMBER the use of the Park for the Rooster Days Festival. The license grants the CHAMBER the use of the Park for set up purposes only, beginning at 8:00 a.m. on Monday, May 9, 2016 until 4:00 p.m. Thursday, May 12, 2016. The CHAMBER may open the Park for the festival no earlier than 4:00 p.m., Thursday, May 12, 2016, and shall terminate at 11:00 p.m. on that same day. The festival may run on Friday, May 13, 2016, between the hours of 8:00 a.m. and 11:00 p.m. The festival may run on Saturday, May 14, 2016, between the hours of 8:00 a.m. and 11:00 p.m. The Park may be used until noon, Monday, May 16, 2016, for clean-up purposes only, at which time this license will expire.
3. The CHAMBER may select at their discretion and expense, such promotional facilities and displays as it deems desirable, including, but not limited to, fairs, amusement rides, artistic displays, and other facilities as needed for recreational, artistic, or cultural displays. Permits, if required, shall be the responsibility of the CHAMBER to obtain from appropriate CITY offices. The CHAMBER 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 CHAMBER 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. CHAMBER shall provide a vendor list to the City by April 15, 2016. 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 CHAMBER shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of Rooster Days 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. Provided further that the actual selection of sites for carnival rides and other buildings/facilities, which are located in the park, shall be subject to the approval of the Special Events Coordinator and Chief Building Inspector, or other person(s) designated by the CITY.
4. The CHAMBER 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 fenced Festival area with the exception of the Kids Zone. No alcoholic beverages may be sold at the Festival. All low-point beer sales shall meet the requirements of state and local law.

The Chamber shall ensure that there is sufficient security where low-point beer is being sold. Wineries and craft breweries may provide opportunities for sampling and purchasing so long as all activities are in accordance with State Law.

5. The CHAMBER 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. The CHAMBER shall not alter or dismantle the doors, windows, gymnasium seats, fencing or other appurtenances to the Community Center, or swimming pool area, nor shall they allow this to be done by others. Damages to the park, parking lots, and other facilities within the park resulting from the festival shall be repaired at the expense of the CHAMBER.
6. Neither the CHAMBER nor a vendor may use any loud speaker system or public address system, except for the speaker system used at the grandstands or designated entertainment areas and on the carnival attractions absent the separate advance approval of the City Council. The sound system for the rides and other carnival attractions shall be turned down by 10:00 p.m. and turned off by 11:00 p.m. each night of the festival so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
7. The CHAMBER 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 Police, Fire and other City personnel and services as necessary. Said services will be provided at no charge to the CHAMBER.
8. The CHAMBER 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 Risk Manager prior to May 1, 2016, and shall name the CITY as an additional named insured. Further, the CHAMBER will provide to the CITY copies of additional general liability insurance policies with the single limit of \$1 million for all losses caused by the use of any carnival rides considered to be "extreme" rides that are not included in the general liability insurance policy stated above, including, but not limited to the "Bungee Jump" and any and all other carnival rides. Copies of these policies shall be filed with the Risk Manager prior to May 1, 2016, and shall name the CITY as an additional named insured.
9. The CHAMBER shall be responsible for assuring the prompt removal of all festival facilities and construction materials, and all activities. Such removal shall commence at the termination of the festivities and be completed by noon on Monday, May 16, 2016. The CHAMBER shall be responsible for general clean-up of Central Park, Main Street adjacent to the Central Park, Main Street from Mason Drive to Pittsburg Place, and areas used by the CHAMBER on the east side of Main Street. The CHAMBER shall also be responsible for daily trash removal.

10. The CHAMBER shall pay the sum of three thousand five hundred dollars (\$3,500.00) to the CITY for the rental of the Community Center. Said funds shall be used by the CITY for improvements to the licensed area in support of Rooster Days activities and other community events. Such improvements may be suggested by the CHAMBER and shall be approved by the CITY.
11. The CHAMBER agrees to make arrangements with Broken Arrow Girls Softball League to ensure availability of the Arrowhead Park area during Rooster Days Festival.
12. The CHAMBER shall do its utmost to curb illegal parking in residential areas surrounding Central Park with the City of Broken Arrow's assistance. The CITY will provide the CHAMBER with the names and addresses of persons living or doing business in the area bound generally by Houston Street to the north, Lynn Lane to the east, Elm Place to the west, and Urbana Street to the south. The CHAMBER shall be responsible for notifying the homeowners and businesses in this area of the upcoming festival and shall furnish resident and business passes to the persons in this area.
13. In cooperation with the Police Department, the CHAMBER will conduct a parade on Saturday, May 14, 2016, from 10:00 a.m. to 12:00 noon, utilizing Main Street from Elgin to Mason Drive (see attached map A).
14. In cooperation with the Police Department, the CHAMBER will conduct a Fun Run, a 5k Run/Walk and a 15k Run on Saturday, May 7, 2016, beginning at 8:00 a.m., utilizing the Events Park, Creek Trail System and arterial streets (see attached map B).
15. 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 5th day of April, 2016.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA

Assistant City Attorney

Mayor

ATTEST:

City Clerk (Seal)

CHAMBER OF COMMERCE OF
BROKEN ARROW, OKLAHOMA

Wes Smithwick, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this _____ day of April 2016, personally appeared, Wes Smithwick, known to me to be the identical person who executed the within and foregoing instrument, as the President of the Chamber of Commerce 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.

Notary Public

My Commission Expires:
