

## PROMOTIONAL LICENSE ON CITY PROPERTY

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Gateway Balloon Festival LLC (GBF). The CITY hereby grants the license to the GBF for the use of the Broken Arrow Events Park (Chisholm Trail Events Park) beginning at 6:00 a.m. on Sunday, September 10th, 2017, for the purpose of setup only. This license expires at noon, Wednesday, September 20<sup>th</sup>, 2017, for clean-up purposes only. The festival shall open no earlier than 4:00 p.m., Thursday, September 14th, 2017, and shall terminate at 11:00 p.m. on that same day. The festival may run on Friday and Saturday, September 15 and 16th, 2017, between the hours of 6:00 a.m. and 11:00 p.m. The festival may run on Sunday, September 17th, 2017, between the hours of 6:00 a.m. and 3:00 p.m.
2. The CITY hereby grants the license to the GBF for the use of the Broken Arrow Events Park beginning at 6:00 a.m. on Sunday, September 10th, 2017, for the purpose of setup only. This license expires at noon, Wednesday, September 20<sup>th</sup>, for clean-up purposes only. The festival shall open no earlier than 4:00 p.m., Thursday, September 14th, 2017, and shall terminate at 11:00 p.m. on that same day. The festival may run on Friday and Saturday, September 15 and 16th, 2017, between the hours of 6:00 a.m. and 11:00 p.m. The festival may run on Sunday, September 17th, 2017, between the hours of 6:00 a.m. and 3:00 p.m.
3. The GBF 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 GBF to obtain from appropriate CITY offices. The GBF 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 GBF 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. GBF 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 GBF shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of Gateway Balloon 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. 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 Community Events Manager and Chief Building Inspector, or other person(s) designated by the CITY.
4. The GBF 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 GBF shall ensure that there is sufficient security where low-point beer is being sold.
5. The GBF 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. Damages to the park, parking lots, and other facilities within the park resulting from the festival shall be repaired at the expense of the GBF.
  6. Neither the GBF nor anyone in contact with them 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 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 GBF 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 GBF. Any additional requests by the GBF for services or facilities to be provided by the CITY must be submitted in writing no later than September 1<sup>st</sup>, 2017. Requests for services submitted after this date will be subject to charge.
  8. The GBF 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 September 1, 2017, and shall name the CITY as an additional named insured.
  9. The GBF 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 Wednesday, September 20<sup>th</sup>, 2017. The GBF shall be responsible for general clean-up of the Broken Arrow Events Park and areas used by the GBF on the east side of the Broken Arrow Events Park. The GBF shall be responsible for general clean-up of the Broken Arrow Events Park, and areas used by the GBF. The GBF shall also be responsible for daily trash removal.
  10. The GBF shall do its utmost to curb illegal parking in residential areas surrounding the Broken Arrow Events Park. The GBF 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, if applicable.

- 11. In cooperation with the Police Department, the GBF will conduct a Fun Run and a 5k Run/Walk Saturday, September 16<sup>th</sup>, 2017, beginning at 8:00 a.m. utilizing the Broken Arrow Events Park and area surrounding Northeastern State University (NSU).
- 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 \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA

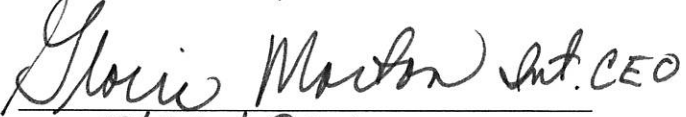
  
 \_\_\_\_\_  
 Deputy City Attorney  
 Assistant

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Gatesway Balloon Festival  
BROKEN ARROW, OKLAHOMA

  
 \_\_\_\_\_  
 8/22/2017  
 Gloria Morton, Interim  
 CEO

STATE OF OKLAHOMA    )  
   ) ss:  
 COUNTY OF TULSA        )

Before me, a Notary Public, on this 22<sup>nd</sup> day of August, 2017, personally appeared, Gloria Morton, known to me to be the identical

person who executed the within and foregoing instrument, as the INTERIM CEO (Title) of the Gateway Balloon Festival, 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.

Diana Million

Notary Public

My Commission Expires:

MAY 4, 2021

