

## **2024 PROMOTIONAL LICENSE ON CITY PROPERTY**

### **Rooster Days**

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 a.m. Monday, May 13 and expiring at 12 p.m. Tuesday, May 21, 2024.
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 a.m. on May 13 until 4 p.m. Thursday, May 16, 2024. The CHAMBER may open the Park for the festival no earlier than 4 p.m., Thursday, May 16, 2024, and shall terminate at 10 p.m. on that same day. The festival may run on Friday, May 17, 2024, between the hours of 4 p.m. and 11 p.m. The festival may run on Saturday, May 18, 2024, between the hours of 10 a.m. and 11 p.m. The festival may run on Sunday, May 19, 2024, between the hours of 12 p.m. and 6 p.m. The Park may be used until 12 p.m., Tuesday, May 21, 2024, for clean-up purposes only, at which time this license will expire and all event equipment shall be removed from the property.
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. The CHAMBER shall provide a vendor list to the CITY by April 13, 2024. 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 Community Development Manager, Chief Building Inspector, Fire Marshal or other person(s) designated by the CITY. Comprehensive site plans, including but not limited to the location and size of carnival rides, vendors, road closures, and timelines shall be provided to the CITY by April 13, 2024.

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 alcohol is permitted within the fenced Festival area with the exception of the Kids Zone. No spirit beverages may be sold at the Festival. All alcohol sales shall meet the requirements of state and local law. The Chamber shall ensure that there is sufficient security where alcohol is being sold. The Chamber will provide a list of all food and alcohol vendors to the CITY by April 13, 2024.
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 any vendor may use any loudspeaker 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 p.m. and turned off by 11 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 following the CITY's Special Event Regulations and coordinating the event with the CITY's Event Liaison. The CHAMBER is also responsible for establishing and conducting a meeting with the Event Liaison prior to the start of any activities. Said meeting 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 and must be coordinated through the Event Liaison.

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 provided to the Events Liaison prior to April 13, 2024 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 Events Liaison prior to April 13, 2024 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 and return the property to the way it was prior to the event. Such removal shall commence at the termination of the festivities and be completed by 12 p.m. on Tuesday, May 21, 2024. 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 and areas used for the parade and run. 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 CITY shall do its utmost to curb illegal parking in residential areas surrounding Central Park. The CHAMBER will contact 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 and notify them of the upcoming festival. Notifications should be made one month prior to the festival.

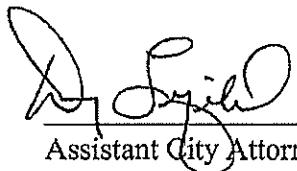
12. In cooperation with City departments, the CHAMBER is permitted to conduct a parade on Saturday, May 18, 2024, at 10 a.m. utilizing Main Street from Elgin to Mason Drive. Lineup for the parade shall not begin before 8:30 a.m.
13. In cooperation with City departments, the CHAMBER is permitted to conduct a Fun Run and 5k Run/Walk with Fleet Feet on Saturday, May 18, 2024, beginning at 7:30 a.m. a.m., utilizing a City approved route in the Rose District and city streets. Setup will begin no earlier than 5:30 a.m.
14. 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.
15. Failure of the Chamber to meet all CITY Special Event Regulations and CITY timelines related to the Event shall result in the forfeiture of the CHAMBER's ability to utilize CITY property for the event and shall result in the termination of all of CITY responsibilities under this licensing agreement. All monies previously paid by CITY to the CHAMBER shall be reimbursed no later than 24 hours after written demand.
16. It is the responsibility of the City to provide the following items to the Chamber for the 2024 Event. The placement of all services shall be at the sole discretion of the City:
  - Services from Police Department during the event
  - Services from Fire/EMS Department during the event
  - Services from the Streets & Stormwater Department for barricades and street closings pertaining to the event
  - Services, rental and city stage usage from Parks & Recreation Department

- Services from the Maintenance Department for covering gym floors
- Water and Electric Utilities Fees
- Waiver of Vendor/Merchant and tent permits pertaining to the event (CHAMBER will need to file for permits)
- Event coordination with the Event Liaison. All services must be coordinated per the Special Event Guidelines and timeline.

Dated this 30.00 day of April, 2024.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA



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Assistant City Attorney



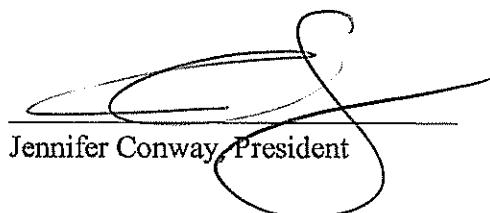
\_\_\_\_\_  
City Manager

ATTEST:

Curtis Green  
\_\_\_\_\_  
City Clerk (Seal)



CHAMBER OF COMMERCE OF  
BROKEN ARROW, OKLAHOMA



Jennifer Conway, President