

PROMOTIONAL LICENSE ON CITY PROPERTY

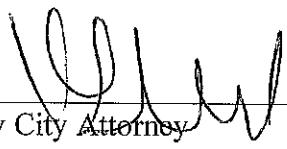
1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Regional Arts Alliance of Broken Arrow (ARTSOK). The CITY hereby grants the license to the ARTSOK for the use of the entire Central Park, exclusive of the swimming pool, adjacent parking area and the Central Park Community Center, ("PARK") beginning at 3:30 p.m. on Tuesday, June 4th, 2019 and expiring on at 9:30 p.m., Tuesday, June 25th, 2019.
2. The CITY hereby grants the license to ARTSOK for the use of the PARK for the Tuesdays in the Park event. The license grants the ARTSOK the use of the PARK for set up purposes only, beginning at 3:30 p.m. on Tuesday, June 4, 2019, June 11, 2019, June 18, 2019 and June 25, 2019 until 6:30 p.m. each date stated. The ARTOK may open the PARK for the event no earlier than 6:30 p.m. each date and shall terminate at 9:30 p.m. on that same day. The event may run on Tuesday, June 4, 2019, June 11, 2019, June 18, 2019 and June 25, 2019 between the hours of 6:30 p.m. and 9:00 p.m. The PARK may be used until 10:30 p.m. each date through June 25, 2019 for clean-up purposes only, at which time this license will expire.
3. ARTSOK 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 ARTSOK to obtain from appropriate CITY offices. ARTSOK 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. ARTSOK 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. ARTSOK shall file copies of all vendor licenses and contracts with the CITY, upon request. 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, ARTSOK shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of the Tuesdays in the Park 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.
4. ARTSOK 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. All beer, wine or alcohol sales shall meet the requirements of state and local law. ARTSOK shall ensure that there is sufficient security where beer, wine or alcohol is being sold.

5. ARTSOK 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.
6. Neither ARTSOK 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.
7. ARTSOK shall be responsible for establishing and conducting a meeting with the Special Events Committee or the Community Event Manager at least 30 days prior to the date of the event. Said meeting shall be called to arrange for all appropriate public safety or services, and to minimize the interference with other CITY functions and locations not involving the licensed premises. Any additional requests by ARTSOK for services or facilities to be provided by the CITY must be submitted in writing no later than June 1st, 2019. Requests for services submitted after this date will be subject to charge.
8. ARTSOK 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 Community Event Manager prior to June 1st, 2019, and shall name the CITY as an additional named insured.
9. ARTSOK 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 11:00 p.m. Tuesday, June 25th, 2019 for the Tuesdays in the Park. ARTSOK shall be responsible for general clean-up of the area of the event.
10. ARTSOK shall do its utmost to curb illegal parking in residential areas surrounding the event location.
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 4th day of June, 2019.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA



Deputy City Attorney

Mayor

ATTEST:

City Clerk (Seal)

Regional Arts Alliance of Broken Arrow
BROKEN ARROW, OKLAHOMA

[Signature]
_____, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this 23rd day of MAY 2019,
personally appeared, MARK Frie, known to me to be the identical person
who executed the within and foregoing instrument, as the President of the ARTSOK 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.

Alana D. Reed

Notary Public

My Commission Expires:
4/28/2021

