

## PROMOTIONAL LICENSE

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Arts OK, Inc. (ARTOK). The CITY hereby grants the license to the ARTOK for the use of the Main Street between Broadway Avenue and Dallas Street beginning at 3:00 p.m. on Friday, September 22nd, 2017, for the purpose of setup, artists, and event activities. This license expires at 8:00 p.m., Saturday, September 23rd, 2017. The event may run on Friday, September 22<sup>nd</sup> between the hours of 7:00 p.m. and 11:00 p.m. and Saturday, September 23rd, 2017, between the hours of 9:00 a.m. and 7:00 p.m.
2. The ARTOK 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 ARTOK to obtain from appropriate CITY offices. The ARTOK 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 ARTOK 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. ARTOK 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 ARTOK 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 ARTOK 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 ARTOK shall ensure that there is sufficient security where low-point beer is being sold.
4. The ARTOK 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 ARTOK 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 ARTOK 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 ARTOK. The City of Broken Arrow agrees to pay for services related to music, porta johns, sound, road closures, stage and barricades not to exceed four thousand dollars (\$4,000.00). Any additional requests by the ARTOK for services or facilities to be provided by the CITY must be submitted in writing no later than September 1st, 2017. Requests for services submitted after this date will be subject to charge.

7. The ARTOK 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, 2017, and shall name the CITY as an additional named insured.
8. The ARTOK 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 23rd, 2017. The ARTOK shall be responsible for general clean-up of the area of the event.
9. The ARTOK 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 ARTOK 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 ARTOK 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 3:00 p.m. on Friday, September 22nd, 2017 until no later than 8:00 p.m. on Saturday, September 23rd, 2017 (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 9 day of August, 2017.

