

## **2019 PROMOTIONAL LICENSE ON CITY PROPERTY**

1. The City of Broken Arrow (CITY) hereby enters into this agreement with ScotFest, Inc. (SCOT). The CITY hereby grants the license to Scotfest, Inc. for the use of the Broken Arrow Events Park (Park) at the following times and dates: For set up purposes only, beginning at 8:00 a.m. on Saturday, September 7th, 2019 until 4:00 p.m. Friday, September 13th, 2019. The event may run on Friday, September 13th, 2019, between the hours of 5:00 p.m. and 11:00 p.m., Saturday, September 14<sup>th</sup>, 2019 between the hours of 9:00 a.m. and 11:00 p.m. and Sunday, September 15<sup>th</sup>, 2019 between the hours of 9:00 a.m. and 7:00. The Park may be used until 5:00 p.m. Wednesday, September 18<sup>th</sup>, 2019, for clean-up purposes only, at which time this license will expire.
2. SCOT may select at their discretion and expense, such promotional facilities and displays as it deems desirable as needed for recreational, artistic, or cultural displays. Permits, if required, shall be the responsibility of SCOT to obtain from appropriate CITY offices. SCOT 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. SCOT 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. SCOT shall provide a vendor list to the City by August 24th, 2019. 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, SCOT 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 cultural festival and Highland Games 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 any additional attracts, including but not limited to, carnival rides and other buildings/facilities, which are located in the park, shall be subject to the approval of the Community Event Manager and Chief Building Inspector, or other person(s) designated by the CITY.
3. SCOT 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 with the requirements of state and local law. SCOT shall ensure that there is sufficient security where beer, wine or alcohol is being sold.
4. SCOT 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 event shall be repaired at the expense of SCOT.

5. Neither SCOT nor any vendor may use any loud speaker system or public address system, except for the speaker system used at the grandstands or designated entertainment areas absent the separate advance approval of the City Council.
6. SCOT 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 at SCOT's sole expense. See appendix A for estimated costs. All fees must be paid within 60 days of receiving a final invoice from the City.
7. SCOT 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's Community Event Manager by September 1<sup>st</sup>, 2019, and shall name the CITY as an additional named insured.
8. SCOT 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 5:00 p.m. on Wednesday, September 18th, 2019. SCOT shall be responsible for general clean-up of Broken Arrow Events Park. SCOT shall also be responsible for trash removal.
9. 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.
10. The CITY hereby authorizes ScotFest to designate and advertise the attached pattern as the official City of Broken Arrow Tartan. See Exhibit "B".
11. The CITY hereby authorizes ScotFest to have a helicopter take off from or land upon the Park, as part of their event during event hours, as weather conditions permit.

Dated this 1<sup>st</sup> day of August, 2019.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA

[Signature]  
Deputy City Attorney  
Assistant

\_\_\_\_\_  
Mayor

ATTEST:

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

ScotFest, Inc.  
[Signature]  
Print name: STEVE CAMPBELL  
Title: EXECUTIVE DIRECTOR

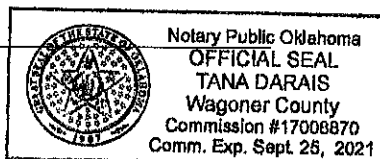
STATE OF OKLAHOMA    )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, on this 1<sup>st</sup> day of August, 2019, personally appeared, Steven Campbell, known to me to be the identical person who executed the within and foregoing instrument, as the Executive Director of the ScotFest, Inc. 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.

[Signature]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## Appendix A

### Services to be provided for the ScotFest scheduled for September 13<sup>th</sup> – 15<sup>th</sup>, 2019.

Department	Estimated Cost of Services
Police	\$13,900 (278 hours @\$50.00/hour)
Fire	\$3,000 (60 hours @\$50.00/hour)
Streets	\$200
Parks and Recreation	\$204.50 (Tent and Alcohol permits)
	\$0 (water)
	\$0 (electric)
	\$0 (trash containers)
	\$500 (stage)

Total estimated cost of services is \$ 17,804.50