

PROMOTIONAL LICENSE ON CITY PROPERTY
Scotfest 2025

The City of Broken Arrow (CITY) hereby enters into this agreement with the Scotfest, Inc. (SCOT). The CITY hereby grants license to SCOT for the use of the entire Central Park and Community Center (PARK) beginning at 5 pm on Wednesday, September 10, 2025, and expiring on Tuesday, September 23, 2025, at 5pm. All event related equipment shall be removed and the inside of the community center restored to its pre-event condition by Monday, September 22 at 5pm. The license grants SCOT the use of the PARK for the Scotfest event.

The license grants SCOT the use of the park for setup purposes only beginning at 5 pm on Wednesday, September 10, 2025, until 4pm Friday, September 19, 2025. The event may run on Friday, September 19, 2025, between 6 pm and 11 pm, Saturday, September 20 from 9 am until 11 pm and Sunday, September 21 from 9 am until 6 pm. The PARK may be used until Tuesday, September 23 at 5 pm for clean-up purposes only at which time this license will expire, and all event related equipment will be removed and the PARK restored to pre-event condition. The front area parking and inside of Central Park Community Center must be accessible up until 8 am on Friday, September 12, 2025, and then beginning at 5 pm on Tuesday, September 22, 2025.

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 identifications 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 Aug. 10, 2025. 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 selections, 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 Event Liaison and Chief Building Inspector or other person(s) designated by the CITY.

The 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 the requirements of state and local law. SCOT shall ensure that there is sufficient security where beer, wine or alcohol is being sold. SCOT will provide a list of all food, beer, wine, or alcohol vendors to the CITY by Aug. 10, 2025.

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 the SCOT.

Neither SCOT 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 absent the separate advance approval of the City Council.

SCOT shall be responsible for following the CITY's Special Event Regulations and for establishing and conducting a meeting with the Event Liaison prior to the start of any use of the park. 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. It is SCOT's responsibility to provide security within the event.

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 Event Liaison prior to Aug. 10, 2025 and shall name the CITY as an additional named insured.

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 p.m. on Tuesday, Sept. 23. This includes but is not limited to tents, restrooms, vendors, tables, barricades, etc. SCOT is responsible for removing all trash and general cleanup of the PARK. The PARK should be left as it was found.

It is SCOT 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.

It is the responsibility of the CITY to provide the following items to SCOT for the 2025 Event:

\$25,000 in General Fund grant funding

To be provided to SCOT by Aug. 15, 2025. Please send invoice to the Community Development Director, rhenkel@brokenarrowok.gov, by August 1, 2025.

Up to \$20,000 in In-Kind City services

- Services from Police Department for outside the event and traffic flow
- Services from Fire/EMS Department for the event
- Services from the Streets & Stormwater Department for the event
- Services and rental from Parks & Recreation Department for the event
- Services from Maintenance Department for the event
- Use of City Stage for the event
- Water and Electric Utilities Fees Waived for the Event
- City services in excess of \$20,000 will be the responsibility of SCOT.

Up to \$5,000 in City marketing

- Advertisement on electronic billboard – artwork must be camera ready, 760x220px and sent electronically via email to Erin Hofener, Marketing & Communications Coordinator, Visit Broken Arrow, ehofener@visitbrokenarrowok.gov no later than August 1, 2025. The billboard ad will run for approximately 30 days leading up to the event.
- Flyer in Utility Bills – Artwork (double-sided 8.5x11) must be submitted to ehofener@visitbrokenarrowok.gov no later than July 25, 2025.
- No less than four (4) posts on Visit Broken Arrow’s social media channels (Instagram and Facebook). Artwork is due no later than August 1, 2025, size must be 1080x1350 and camera ready. Submit artwork to ehofener@visitbrokenarrowok.gov.
- City marketing services in excess of \$5,000 will be the responsibility of SCOT.

As a major sponsor of this event, it is the responsibility of SCOT to provide the following items to the CITY for the 2025 event:

- 20 VIP Single Day Tickets to the event
- Code or voucher to be used for 10% off event tickets for City employees. A citywide email to all employees will be emailed advertising the event and providing the discount code for purchase.
- 8 tickets to Scotfest Burns Night
- Both the Visit Broken Arrow logo AND City of Broken Arrow logo shall be used for the following:
 - Main Entry gate branding/co-branding
 - Event presenting area branding/co-branding (stage and/or field area recognition)
 - Logo included on collectible VIP and event participant/competitor/performer credentials
 - Tiered logo placement on festival t-shirts worn by volunteers and staff
 - Co-branded logo included on all printed ads, posters, flyers and related collaterals
 - Sponsor logo brand and branded content
 - Presenting level logo placement throughout website
- Due to the grant funding for this event, SCOT agrees to exclusively promote hotels located in Broken Arrow as the recommended lodging options for event guests. SCOT shall not advertise, suggest, or otherwise promote accommodations outside of Broken Arrow in any official event materials, websites, communications. An exception is made for River Spirit Casino Resort, which is understood to be utilized specifically for band members and athletes associated with the event.
- Two post-event summary presentations, provided by December 31, 2025. SCOT shall send a representative to present to the following:
 - The Visit Broken Arrow board during a regular VBA board meeting
 - The Broken Arrow City Council during a regular City Council meeting

Post-event summaries must include, but are not limited to, pick-up reports of hotel nights booked at BA hotels, ticket sales, attendance, and budget outcomes.

Failure of SCOT to meet all CITY Special Event Regulations and CITY timelines related to the Event shall result in the forfeiture of SCOT’s ability to utilize CITY property for the event and shall result in the termination of all of CITY responsibilities under this licensing agreement. Before terminating all CITY responsibilities, a letter will be sent identifying tasks out of compliance. All outstanding issues need to be reconciled within five (5) days of the letter date. If all outstanding issues are not resolved within the (5) five days of the date of the letter, all monies previously paid by the CITY to SCOT shall be reimbursed no later than (24) twenty-four hours of the date on the written demand.

All contract terms, except for funding source, dates, and location will remain the same for the 2026 and 2027 Scotfest event. Additionally, if justified, Visit Broken Arrow grant funding will be the funding source for the 2026 and 2027 Scotfest event. Additionally, the General Fund monies used in 2025 could be reimbursed by Visit Broken Arrow funding based on hotel rooms occupied in 2025. Any city services that exceed \$20,000 will be the responsibility of SCOT for the 2026 and 2027 Scotfest event – Expires with the 2027 Promotional License.

Dated this _____ day of _____, 2025.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA

Deputy City Attorney

City Manager

ATTEST:

City Clerk (Seal)

SCOTFEST | OKLAHOMA

Executive Director