

AGREEMENT BETWEEN CITY OF BROKEN ARROW AND ADROIT EVENT SOLUTIONS, LLC FOR THE 2019 PATRIOTS IN THE PARK EVENT

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Adroit Event Solutions, LLC. (ADROIT) for the 2019 Patriots in the Park Event.
2. Adroit is comprised of knowledgeable people having experience in the field of hosting events. Adroit desires to host a Fourth of July celebration in the City of Broken Arrow for the public to attend. The City desires to support the event and hereby agrees to be a sponsor of the event.
3. The City hereby agrees to pay Adroit \$30,000 for marketing, advertising and other related expenses for the Patriot in the Park Event.
4. The CITY also hereby grants an event license to the Adroit for the use of the Events Park ("Park") beginning at 8:00 a.m. on Monday, July 1, 2019 and expiring on at 5:00 p.m. Monday, July 8, 2019.
5. The license grants ADROIT the use of the Park for the Patriots in the Park Event. The license grants ADROIT the use of the Park for set up purposes only, beginning at 8:00 a.m. on Monday, July 1, 2019. ADROIT may open the Park for the event no earlier than 10:00 a.m., Thursday, July 4, 2019, and shall terminate at 11:00 p.m. on that same day. The event may run on Thursday, July 4, 2019 between the hours of 10:00 a.m. and 11:00 p.m. The Park may be used until 5:00 p.m., Monday, July 8, 2019, for clean-up purposes only, at which time this license will expire.
6. ADROIT 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 ADROIT to obtain from appropriate CITY offices. ADROIT 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. ADROIT 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. ADROIT shall provide a vendor list to the City by June 7, 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, ADROIT shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of Patriots 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. 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 Event Manager and Chief Building Inspector, or other person(s) designated by the CITY.

7. ADROIT 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 fenced event area with the exception of the Kids Zone. All alcohol sales shall meet the requirements of state and local law. ADROIT shall ensure that there is sufficient security where alcohol is being sold.
8. ADROIT 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. ADROIT shall not alter or dismantle the doors, windows, gymnasium seats, fencing or other appurtenances to any facility, 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 ADROIT.
9. Neither ADROIT 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 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 10:00 p.m. and turned off by 11:00 p.m. each night of the festival so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
10. ADROIT 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.
11. ADROIT 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 Risk Manager prior to June 8, 2019, and shall name the CITY as an additional named insured. Further, ADROIT 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 Risk Manager prior to June 8, 2019, and shall name the CITY as an additional named insured.
12. ADROIT shall be responsible for assuring the prompt removal of all festival 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. Monday, July 8, 2019.

ADROIT shall be responsible for general clean-up of the Events Park. ADROIT shall also be responsible for daily trash removal.

13. ADROIT shall do its utmost to curb illegal parking in residential areas surrounding the Events Park. ADROIT shall be responsible for notifying the homeowners and businesses in this area of the upcoming festival and shall furnish resident and business passes to the persons in this area.
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.

Dated this _____ day of March, 2019.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA

Assistant City Attorney

Mayor

ATTEST:

City Clerk (Seal)

ADROIT EVENT SOLUTIONS, LLC
ROUND HILL, VA

Steve Campbell, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this _____ day of _____, 2019, personally appeared, Steve Campbell, known to me to be the identical person who executed the

within and foregoing instrument, as the President of the ADROIT of Commerce 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.

Notary Public

My Commission Expires:
