

**2016 PROMOTIONAL LICENSE BETWEEN
Tulsa IBF LLC AND THE CITY OF BROKEN ARROW**

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Tulsa IBF LLC (CN). The CITY hereby grants the license to Tulsa IBF for the use of the Rose District Pavilion beginning at 8:00 a.m. on November 12th, 2016 and expiring on at noon, Monday, Monday, January 22nd, 2017.

2. The license grants Tulsa IBF the use of the Park for the Holiday Festival. The license grants Tulsa IBF the use of the Rose District Pavilion for set up purposes only, beginning at 8:00 a.m. on Saturday, November 12th, 2016 until 11:59 p.m. Thursday, November 17th, 2016. Tulsa IBF may open the Rose District Pavilion to the public for the event no earlier than 11:59 a.m., Friday, November 18th, 2016, and shall terminate at 11:59 p.m. on January 15th, 2017. The Event may run beginning Friday, November 18th, 2016 through January 15th, 2017, each day between the hours of 8:00 a.m. and 11:00 p.m. The Rose District Pavilion may be used until noon, Monday, January 22nd, 2017, for clean-up purposes only, at which time this license will expire.

3. Tulsa IBF 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 Tulsa IBF to obtain from appropriate CITY offices. Tulsa IBF 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. Tulsa IBF 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. Tulsa IBF shall provide a vendor list to the City by November 7th, 2016. 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, Tulsa IBF 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 Community Concert 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, ice rink (specify dimensions), train taxi, and other buildings/facilities, which are located in the park, shall be subject to the approval of the Community Events Manager and Chief Building Inspector, or other person(s) designated by the CITY. Site layout must be reviewed and approved by the Special Events Committee prior to beginning set up. Tulsa IBF will be responsible for providing any and all security for the facility during the duration of the license agreement.

4. Tulsa IBF 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.
5. Tulsa IBF 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 Tulsa IBF.
6. Neither Tulsa IBF nor any vendor may use any loud speaker system or public address system, except for the speaker system used in designated entertainment areas absent the separate advance approval of the City Council. The sound system located on the site may only be utilized for background music. All music shall be turned on only during the hours of Friday, November 18th, 2016 through January 15th, 2017, between the hours of 10:00 a.m. and 11:00 p.m. so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
7. Tulsa IBF shall ensure that at no time the festival or festival activities shall interfere with the construction project that is taking place adjacent to the park on Main Street, between Ft Worth Street and Dallas Street. This includes but is not limited to pedestrian traffic, train taxi drop off or pick up, music, and scheduled activities during set up, event duration and during dismantle.
8. Tulsa IBF 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.
9. Tulsa IBF 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 by November 1st 2016, and shall name the CITY as an additional named insured.
10. Tulsa IBF 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 noon on Monday, January 22nd, 2017. Tulsa IBF shall be responsible for general clean-up of the Rose District Pavilion. Tulsa IBF shall also be responsible for trash removal.

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 19th day of October, 2016.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA



Assistant City Attorney

Mayor

ATTEST:

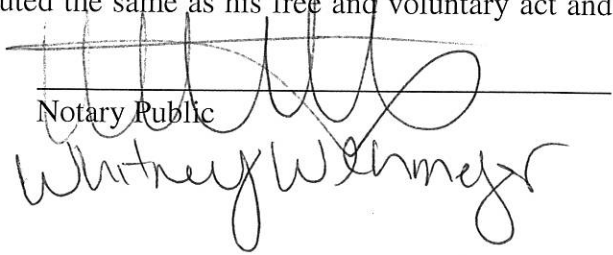
City Clerk (Seal)

Tulsa IBF LLC.
Tulsa, OKLAHOMA



STATE OF OKLAHOMA)
) ss:
COUNTY OF Tulsa)

Before me, a Notary Public, on this 26th day of October 2016, personally appeared, RICHARD LYONS, known to me to be the identical person who executed the within and foregoing instrument, as the President/owner of the Tulsa IBF 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
Whitney Wehmer

My Commission Expires:
8/27/17