

## 2017 PROMOTIONAL LICENSE ON CITY PROPERTY

1. The City of Broken Arrow (CITY) hereby enters into this agreement with the Broken Arrow Chamber of Commerce (CHAMBER). The CITY hereby grants the license to the CHAMBER for the use of the Community Center together with the entire Central Park, exclusive of the swimming pool, ("Park") beginning at 8:00 a.m. on Friday, June 9th, 2017 and expiring on at noon, Monday, June 12th, 2017.
2. The license grants the CHAMBER the use of the Park for the Taste of Summer event. The license grants the CHAMBER the use of the Park for set up purposes only, beginning at 8:00 a.m. on Friday, Friday, June 9<sup>th</sup>, 2017 until 10:00 a.m. Saturday, June 10<sup>th</sup>, 2017. The CHAMBER may open the Park for the event no earlier than 10:00 a.m., Saturday, June 10<sup>th</sup>, 2017, and shall terminate at 3:00 p.m. on that same day. The event may run on Saturday, July 10<sup>th</sup>, 2017, between the hours of 10:00 a.m. and 3:00 p.m. The Park may be used until noon, Monday, June 12<sup>th</sup>, 2017, for clean-up purposes only, at which time this license will expire.
3. The CHAMBER 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 the CHAMBER to obtain from appropriate CITY offices. The CHAMBER 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 CHAMBER 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. CHAMBER shall provide a vendor list to the City by June 1st, 2017. 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 CHAMBER shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of Taste of Summer 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 Events Manager and Chief Building Inspector, or other person(s) designated by the CITY.
4. The CHAMBER 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. No alcoholic beverages may be sold at the event.

5. The CHAMBER 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. The CHAMBER shall not alter or dismantle the doors, windows, gymnasium seats, fencing or other appurtenances to the Community Center, 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 event shall be repaired at the expense of the CHAMBER.
6. Neither the CHAMBER 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. The sound system for music shall be turned on only during the event on Saturday, June 10th, 2017, between the hours of 10:00 a.m. and 3:00 p.m. so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
7. The CHAMBER 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. Said services will be provided at no charge to the CHAMBER.
8. The CHAMBER 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 June 1st, 2017, and shall name the CITY as an additional named insured.
9. The CHAMBER 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, June 12<sup>th</sup>, 2017. The CHAMBER shall be responsible for general clean-up of Central Park, Main Street adjacent to the Central Park, and areas used by the CHAMBER on the east side of Main Street. The CHAMBER shall also be responsible for daily trash removal.
10. 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 \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA

*Lesli Myers*  
Assistant City Attorney

\_\_\_\_\_  
Mayor

ATTEST:

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

CHAMBER OF COMMERCE OF  
BROKEN ARROW, OKLAHOMA

*[Signature]*  
Wes Smithwick, President

STATE OF OKLAHOMA    )  
  ) ss:  
COUNTY OF TULSA     )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, personally appeared, Wes Smithwick, known to me to be the identical person who executed the within and foregoing instrument, as the President of the Chamber 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