

CITY OF BROKEN ARROW PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (City) and the Broken Arrow Community Playhouse, Inc., a 501c3 organization, (Licensee).

I. LICENSE

City grants a non-exclusive and revocable license and agrees to allow Licensee to use facilities in the City of Broken Arrow popularly known as the Senior Center located at 1800 S. Main St. (Premises), solely for the permitted uses identified in this Agreement. This Agreement grants Licensee only a license to use the Premises and does not create a leasehold interest, tenancy, possessory interest, or any other interest in real property.

Licensee may use the Premises for theatrical productions, rehearsals, theater-related educational programming, organizational meetings, approved fundraising events, and other related activities approved in writing by the Director of Parks and Recreation (“Director”). Licensee shall not use or permit the use of the Premises for any other purpose without the prior written approval of the Director.

City agrees to pay for the electrical and natural gas usage of the Premises during the full term of this Agreement. All utility usage shall be reasonable. Any unreasonable or illegal utility usage costs shall be solely borne by the Licensee. Licensee shall reimburse the City for such costs within thirty (30) days after receipt of an invoice or other written demand from the City.

Licensee shall provide at least one individual to monitor the Premises during all Licensee activities. Within its limitations as a non-profit 501c3 organization, Licensee may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with Licensee's status and its obligations under this Agreement, the City reserves the right to examine Licensee's financial statements and related records reasonably pertaining to the use of the Premises or funds generated through activities conducted at the Premises upon request.

Licensee shall perform all scheduling and reservations of the Premises. Licensee shall allow the City to use, at no charge, the meeting space when schedule permits. Licensee shall reasonably cooperate with requests for City use of the Premises, and the City may require use of the Premises for emergency, governmental, or public purposes upon reasonable notice when practicable.

Licensee is permitted to serve/sell alcohol, subject to licensing by the Alcoholic Beverage Laws Enforcement Commission (ABLE). Licensee shall gain appropriate licensing from the ABLE commission for such permission. A copy of such license shall be provided to the City. Licensee shall be responsible for obtaining all necessary permits from the City and County to serve/sell alcohol and or beer.

Licensee shall not sell, serve, distribute, or permit the consumption of alcoholic beverages on the Premises without the prior written approval of the Director or City Manager for the applicable event or category of events. As a condition of any such approval, Licensee shall obtain and maintain all licenses and permits required by the Oklahoma Alcoholic Beverage Laws Enforcement Commission (“ABLE”), the City, the County, or any other applicable governmental authority, and shall provide copies of such licenses and permits to the City before alcohol is served or sold. Licensee shall also provide proof of liquor liability insurance meeting the requirements of this Agreement before any alcohol-related event occurs. The City may deny, condition, suspend, or revoke authorization for alcohol-related activities in its discretion.

The City shall appoint one person who may attend meetings as needed of the Licensee Board of Directors. Licensee shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the City and the Licensee.

The City may designate one person to serve as a non-voting liaison between the City and Licensee. Licensee shall provide the designated liaison timely notice of meetings of Licensee’s Board of Directors, and the liaison may attend such meetings as reasonably necessary to monitor matters relating to the Premises or this Agreement. The City liaison shall not be a director or officer of Licensee, shall have no voting authority, and shall not assume any fiduciary obligation to Licensee solely by virtue of serving as the City’s liaison.

II. TERM

The term of this license shall commence upon execution, and shall expire on June 30, 2027, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically.

III. IMPROVEMENTS

The Premises shall remain the property of the City, and may not be modified, altered, or destroyed without the prior written permission of the Director of Parks and Recreation (Director). Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the Director,

Licensee shall follow all Oklahoma State laws and City of Broken Arrow ordinances regarding improvements made to the premises. Any improvement paid for in whole or in part by the City, performed under a City contract, or otherwise subject to applicable public procurement or public construction requirements, shall comply with the City’s purchasing policies and all applicable Oklahoma and City procurement and construction laws. Licensee shall not incur any obligation on behalf of the City or represent that the City is responsible for any cost without the City’s prior written approval.

Licensee shall contract directly with the telephone company for monthly service and telephone installation on the Premises.

Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the City upon the termination of this Agreement unless the City gives prior written permission for their removal. Any additions or modifications authorized to be removed shall be removed in a manner approved by the Director immediately upon termination of the Agreement and Licensee shall restore the Premises to the condition that existed prior to the additions or modifications.

Licensee shall provide lighting systems necessary for playhouse performances and other events. All such equipment and furnishings provided by licensee for use at the Premises shall remain the property of Licensee unless otherwise donated to City.

Licensee may not have, remove or change any locks on the Premises without the prior approval of the Director and without first supplying the Director with combination or key to all locks. The Licensee shall be provided two keys. Any replacement or duplication of keys additional to the two provided shall be at the sole cost to the Licensee. Upon expiration or termination of this Agreement, Licensee shall immediately return all City-issued keys and access devices and provide any combinations necessary for City access to the Premises.

IV. MAINTENANCE

Licensee acknowledges that it has inspected the Premises thoroughly and has full knowledge of the conditions of the Premises. The City makes no representations or warranties, express or implied, as to the condition of the Premises.

Licensee shall inspect the Premises immediately before and immediately after each use, and shall immediately notify the Director, or his designee, of any damages or of any repairs, which may be required.

In the event that any defect may threaten the safety and welfare of participants or the general public, Licensee shall not allow individuals to utilize the Premises or the affected portion of the Premises until the defective portion of the Premises has been repaired or replaced.

Licensee agrees to take all reasonable precautions to prevent waste, damage or injury to the Premises by Licensee or by any competitors, performers, participants, members, patrons, vendors, contractors, subcontractors, approved third-party users, volunteers, guests, invitees or others who may be on the Premises that the Licensee has allowed use of the Premises. Licensee acknowledges that access to mechanical rooms and the equipment therein is restricted to qualified City personnel and approved contractors. These areas are to remain locked and free from obstruction.

The City shall maintain, replace or repair any major maintenance item that is not considered routine in nature of the Premises in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems, termite prevention, and structural components of the Premises, and the parking areas and outdoor lighting fixtures.

The Licensee shall maintain, replace or repair any minor maintenance item that is considered routine in nature of the Premises, which may include the plumbing (unstopping sinks and lavatories), electrical (replacing light bulbs; operation of security system), HVAC systems (setting thermostats, changing batteries in thermostats), and structural components (pest control) of the Premises. Licensee shall also be responsible for any additional cleaning, maintenance, repair, or replacement required as a result of Licensee's activities or the activities of any person or entity permitted on the Premises by Licensee, except to the extent caused solely by the negligence or willful misconduct of the City.

The City shall mow and fertilize outdoor areas surrounding the Premises.

The City shall perform all clearing of snow and ice from the parking lots and sidewalks of the premises.

Licensee shall perform all custodial duties of the Premises as needed, and on a regular basis to ensure cleanliness of the facility. Licensee shall pick up all trash and deposit in a commercial dumpster provided by the Licensee.

Licensee shall maintain climate control devices at reasonable levels. Licensee shall keep the lights turned off in areas not being used and turn off all lights when leaving the Premises. Licensee shall lock and secure the Premises after each use.

Licensee shall promptly reimburse the City for the cost of parts and labor for any replacement or repair on the Premises as a result of the negligent acts or omissions of Licensee or by its competitors, its performers, participants, members, patrons, vendors, contractors, subcontractors, approved third-party users, volunteers, guests, invitees, or any person allowed on the Premises by Licensee, and for the City's cost in performing any of Licensee's contractual duties. Licensee shall not be responsible under this paragraph for ordinary wear and tear or for damage caused solely by the negligence or willful misconduct of the City.

The City retains the right to enter any portion of the Premises, with reasonable notice, to inspect the Premises or to conduct maintenance or repairs, or for the purpose of determining whether Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City under this Agreement. No notice shall be required in the event of an emergency or when entry is reasonably necessary to address an immediate safety, security, maintenance, or legal compliance issue.

In the event any landscaping is installed by the Licensee, the Licensee shall be responsible for maintenance and upkeep. Any landscaping installed by the City, shall be the City's responsibility for maintenance and upkeep.

All outside maintenance including painting, cleaning of windows, flashing and façade shall be the responsibility of the City and shall be maintained at the City's sole discretion.

City shall be responsible for all fire suppression and fire extinguisher inspections and maintenance.

All services, maintenance, repairs and cleaning required to be done by the City shall be done at the City's sole discretion and timing.

Licensee shall be responsible for ensuring adherence to all Fire Life Safety codes and ensuring a safe environment. Licensee agrees to allow the Broken Arrow Fire Department access to the building for the purposes of inspection and/or safety review, and Licensee agrees to be solely responsible for any remediation required. The opinion of the Fire Chief or his or her designee shall be conclusive evidence of the need for remediation, and all remediation shall be considered a condition for the continued use of the premises.

Licensee shall conduct its activities in compliance with all applicable fire and life-safety requirements and shall maintain a safe environment during its use of the Premises. Licensee agrees to allow the Broken Arrow Fire Department and other authorized City representatives access to the Premises for inspection and safety review. Licensee shall be responsible for remediation of any fire, life-safety, or other code issue caused by or attributable to Licensee's activities, equipment, improvements, contractors, vendors, patrons, or approved third-party users. The City shall remain responsible, subject to the terms of this Agreement, for remediation involving City-owned building systems or structural conditions not caused by or attributable to Licensee. The determination of the Fire Chief or his or her designee regarding the existence of an unsafe condition and the necessity of restricting continued use of the Premises shall be controlling pending remediation or further written authorization by the City.

V. INDEMNIFICATION

Licensee is an independent entity under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Licensee or its officers, employees, contractors or representatives for any purpose. Licensee understands that all persons furnishing services in implementing this Agreement are employees, independent contractors and volunteers solely of Licensee, and Licensee shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As part of the consideration for this Agreement, Licensee agrees to indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of Licensee, its competitors, performers, participants, patrons, members, approved third-party users, guests, invitees, Licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to Licensee activities, or Licensee's performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions that arise directly out of the sole negligence or willful misconduct of the City and in accordance with the terms, conditions and exceptions in the

Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Nothing in this Agreement shall be construed as a waiver of the City's defenses, immunities, limitations of liability, notice requirements, or other protections under the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 et seq., or any other applicable law.

Licensee shall provide the City with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual relating to the Premises, Licensee's activities, or Licensee's performance under this Agreement.

VI. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the City's right to indemnification, Licensee shall obtain and maintain, at its sole expense, insurance meeting the following minimum requirements throughout the term of this Agreement:

1. Commercial General Liability Insurance covering the Premises and all activities conducted by or on behalf of Licensee, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate;
2. Automobile Liability Insurance covering owned, hired, and non-owned vehicles used in connection with Licensee's activities at the Premises, if applicable, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence;
3. Workers' Compensation Insurance in compliance with the laws of the State of Oklahoma, together with Employers' Liability Insurance, to the extent required by applicable law; and
4. Liquor Liability Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, during any period in which Licensee sells, serves, distributes, furnishes, or permits the consumption of alcoholic beverages at the Premises.

The City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on Licensee's Commercial General Liability, Automobile Liability, and Liquor Liability policies, as applicable, for liability arising out of Licensee's use or occupancy of the Premises or activities under this Agreement. Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. Licensee shall obtain waivers of subrogation in favor of the City where commercially available and applicable.

Licensee shall require any contractor, vendor, alcohol provider, caterer, or third-party user whose activities create material risk to the Premises or the public to maintain insurance reasonably required by the City and to name the City as an additional insured where appropriate. Licensee remains responsible for the acts and omissions of all such persons and entities regardless of whether insurance is obtained.

Before commencing activities under this Agreement, and thereafter upon renewal or upon request by the City, Licensee shall provide certificates of insurance and, when requested, applicable endorsements to the City's Risk Manager for review. Licensee shall provide proof of liquor liability insurance before any approved alcohol-related event.

All required insurance shall be maintained with insurers authorized to do business in Oklahoma and reasonably acceptable to the City's Risk Manager. Failure of Licensee or its contractors, vendors, or approved third-party users to obtain or maintain required insurance shall not relieve Licensee from any obligation or liability under this Agreement and shall constitute grounds for immediate suspension or termination of Licensee's use of the Premises.

VII. DEFAULT/TERMINATION

This Agreement shall be subject to termination upon the failure of Licensee to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of Licensee is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the City from enforcing the full provisions thereof.

In addition to termination for default, the City may terminate this Agreement for convenience, without cause, upon thirty (30) days' written notice to Licensee. The City may immediately suspend Licensee's activities at the Premises, or immediately terminate this Agreement, when the City determines that continued use of the Premises creates or may create a threat to public health, safety, or welfare; violates applicable law; is inconsistent with an approved use; is not covered by required insurance; interferes with necessary City operations; or is otherwise contrary to the public interest.

VIII. MISCELLANEOUS

Upon expiration, suspension, or termination of this Agreement, Licensee shall immediately cease any prohibited or terminated use, vacate the Premises when directed by the City, return all City-issued keys and access devices, remove any personal property required by the City to be removed, and restore the Premises as required by this Agreement. Licensee shall have no claim against the City for lost revenues, lost profits, relocation expenses, or other damages arising from expiration, suspension, or termination of this Agreement in accordance with its terms.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by Licensee.

Licensee shall not sublease, assign, transfer, or grant any possessory interest in the Premises. Licensee may permit temporary use of the Premises by other groups only with the prior written approval of the City Manager or his or her designee. Any approved third-party use shall be subject to the terms of this Agreement and any additional conditions imposed by the City. Licensee shall remain fully responsible for all uses of the Premises by any group, person, contractor, vendor, or entity permitted access through Licensee, including responsibility for damages, insurance compliance, alcohol compliance, maintenance, safety, and indemnification obligations.

This Agreement is not a waiver of any permit or other legal requirements and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Licensee shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

The obligations of the City under this Agreement are subject to the availability and lawful appropriation of funds. Nothing in this Agreement shall be construed as creating a debt or financial obligation of the City beyond the fiscal year for which funds have been appropriated. In the event sufficient funds are not appropriated or otherwise lawfully available to perform the City's obligations under this Agreement, the City may terminate this Agreement without penalty upon written notice to Licensee.

Licensee acknowledges that this Agreement and records received or maintained by the City relating to this Agreement may be subject to disclosure under the Oklahoma Open Records Act, 51 O.S. §§ 24A.1 et seq. The City shall not be required to maintain the confidentiality of any record except to the extent permitted or required by applicable law.

Any notice required under this Agreement shall be in writing and delivered personally, by recognized overnight delivery service, by certified United States Mail, return receipt requested, or by electronic mail when receipt is confirmed, to the following addresses, or to such other address as either party may subsequently designate in writing:

For the City:

City of Broken Arrow
Attn: Director of Parks and Recreation
220 South First Street
Broken Arrow, Oklahoma 74012
With a copy to: City Attorney, City of Broken Arrow, at the same address.

For Licensee:

Broken Arrow Community Playhouse, Inc.
Attn: President

Email: _____

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by authorized representatives of both parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BROKEN ARROW

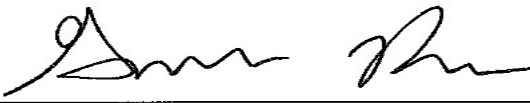
Michael Spurgeon, City Manager

Date: _____

Attested:


City Clerk/ Seal

Approved as to Form:



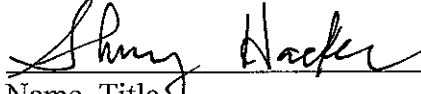
Assistant City Attorney

BROKEN ARROW COMMUNITY PLAYHOUSE, INC.

 ROBERT STINSON
Name, Title PRESIDENT *BACP BOARD OF DIRECTORS * BROKEN ARROW COMMUNITY PLAYHOUSE

Date: 6/10/26

Attested:

 Office Manager BACP
Name, Title

VERIFICATION

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this 10th day of June, 2026, personally appeared Robert Stinson, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Alison Kay Harney
Notary Public

My Commission Expires: 07/21/2029

Commission Number: 25008623

