

**2016 PROMOTIONAL LICENSE BETWEEN COX COMMUNICATIONS  
AND THE CITY OF BROKEN ARROW**

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Cox Communications (COX). The CITY hereby grants the license to COX for the use of the Chisholm Trail Events Park beginning at 8:00 a.m. on Thursday September 22<sup>nd</sup> and expiring on at noon, Monday, September 26<sup>th</sup>, 2016.
2. The license grants COX the use of the Park for the Community Concert Event. The license grants COX the use of the Park for set up purposes only, beginning at 8:00 a.m. on Thursday, September 22<sup>nd</sup>, 2016 until 4:00 p.m. Friday, September 23<sup>rd</sup>, 2016. COX may open the Park to the public for the event no earlier than 4:00 p.m., Friday, September 23<sup>rd</sup>, 2016, and shall terminate at 11:30 p.m. on that same day. The Event may run on Friday, September 23<sup>rd</sup>, 2016, between the hours of 5:00 p.m. and 11:00 p.m. The Park may be used until noon, Monday, September 26<sup>th</sup>, 2016, for clean-up purposes only, at which time this license will expire.
3. COX 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 COX to obtain from appropriate CITY offices. COX 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. COX 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. COX shall provide a vendor list to the City by September 10<sup>th</sup>, 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, COX 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, carnival rides and other buildings/facilities, which are located in the park, shall be subject to the approval of the Special Events Coordinator and Chief Building Inspector, or other person(s) designated by the CITY.
4. COX 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 any area designated as a Kids Zone. No alcoholic beverages may be sold at the event. All low-point beer sales shall meet the requirements

of state and local law. COX shall ensure that there is sufficient security where low-point beer is being sold.

5. COX 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 COX.
6. Neither COX 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 hours of Friday, September 23<sup>rd</sup>, 2016, 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. COX 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. See appendix A for details. Said services will be provided at no charge to COX.
8. COX 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 September 1<sup>st</sup> 2016, and shall name the CITY as an additional named insured.
9. COX 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, September 23<sup>rd</sup>, 2016. COX shall be responsible for general clean-up of Chisholm Trail Events Park. COX shall also be responsible for 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 29 day of August, 2016.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA

[Signature]  
Assistant City Attorney

\_\_\_\_\_  
Mayor

ATTEST:

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

COX COMMUNICATIONS  
BROKEN ARROW, OKLAHOMA  
[Signature]

STATE OF OKLAHOMA )  
                                  ) ss:  
COUNTY OF Tulsa )

Before me, a Notary Public, on this 29<sup>th</sup> day of August 2016,  
personally appeared, Tiffani J. Bruton, known to me to be the identical person  
who executed the within and foregoing instrument, as the a Director of the  
COX COMMUNICATIONS 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.

[Signature]  
Notary Public

My Commission Expires:  
Aug. 11, 2019



## Appendix A

Services to be provided at no cost for the Cox Community Concert scheduled for September 23<sup>rd</sup>, 2016.

Department	Estimated Cost of Services
Police	\$4,000
Fire	\$3,000
Streets	\$750
Parks and Recreation	\$325 (permits)
	\$0 (water)
	\$0 (electric)
	\$0 (trash containers)

Total estimated cost of services is \$8,075.