

**PROMOTIONAL LICENSE BETWEEN RUTS N GUTS LLC
AND THE CITY OF BROKEN ARROW**

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Ruts N Guts, LLC (RUTS). The CITY hereby grants the license to RUTS for the use of the Broken Arrow Events Park beginning at 7:00 a.m. on Saturday, December 1st and expiring on at 6:00 p.m., Wednesday, December 12th, 2018.
2. The license grants RUTS the use of the Events Park for the Ruts N Guts event. The license grants RUTS the use of the Events Park for set up purposes only, beginning at 7:00 a.m. on Saturday, December 1st, 2018 until 12:00 noon, Friday, December 7th, 2018. RUTS may open the Events Park to the public for the event no earlier than 8:00 a.m., Friday, December 7th, 2018, and shall terminate at 6:00 p.m. on December 9th, 2018. The Event may run on Friday, December 7th, 2018, between the hours of 8:00 a.m. and 11:00 p.m., Saturday, December 8th, 2018 from 7:00 a.m. to 11:00 p.m. and Sunday, December 9th, 2018 from 7:00 a.m. to 10:00 p.m. The Park may be used until 6:00 p.m. Wednesday, December 12th, 2018, for clean-up purposes only, at which time this license will expire.
3. RUTS 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 RUTS to obtain from appropriate CITY offices. RUTS 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. RUTS 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. RUTS shall provide a vendor list to the City by November 14th, 2018. 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, RUTS 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 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 Community Events Manager and Chief Building Inspector, or other person(s) designated by the CITY.
4. RUTS 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 alcoholic beverages is permitted within the

event area with the exception of any area designated as a Kids Zone. No alcoholic beverages may be sold at the event except through permitting requirements of state and local law. RUTS shall ensure that there is sufficient security where alcoholic beverages is being sold.

5. RUTS 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 RUTS.
6. Neither RUTS 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, December 7th, 2018 Saturday, December 8th, 2018 and Sunday, December 9th, 2018, between the hours of 9:00 a.m. and 11:00 p.m. so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
7. RUTS 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. Once the Special Events Committee has reviewed the site plan and recommended approval, the site plan will be used as a guide to determine services needed for the event. No changes that effect services provided may be made within 30 days of the date of the event. The CITY will provide Police, Fire, and other City personnel and services as necessary. See appendix A for details. Payment for services must be made within 45 days of expiration of this promotional license.
8. RUTS 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 7th, 2018, and shall name the CITY as an additional named insured.
9. RUTS 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 event and be completed by 6:00 p.m. on Wednesday, December 12th, 2018. RUTS shall be responsible for general clean-up of Events Park. RUTS 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 2 day of November, 2018.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA

[Signature]
Assistant City Attorney

Mayor

ATTEST:

City Clerk (Seal)

RUTS N GUTS LLC
BROKEN ARROW, OKLAHOMA

[Signature]

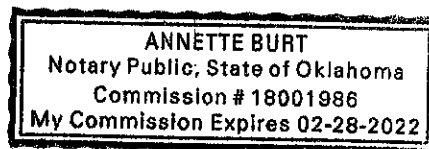
STATE OF OKLAHOMA)
) ss:
COUNTY OF Tulsa)

Before me, a Notary Public, on this 2nd day of November 2018, personally appeared, Mike Guillen, known to me to be the identical person who executed the within and foregoing instrument, as the President of the RUTS 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:

02-28-2022



Appendix A

Services to be provided at no cost for the RUTS N GUTS event scheduled for December 7th through December 9th, 2018.

Department	Estimated Cost of Services
Police	\$2,400
Fire	\$300
Streets	\$345
Parks and Recreation	\$325 (permits)
	\$0 (water)
	\$0 (electric)
	\$0 (trash containers)

Total estimated cost of services is \$3,370