

PROMOTIONAL LICENSE ON CITY PROPERTY

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 exclusive use of Broken Arrow Events Park beginning at 8:00 a.m. on Saturday, November 23rd, 2019, for the purpose of setup, and event activities of the Ruts N Guts event. The event may run on Friday, November 29th between the hours of 8:00 a.m. and 11:00 p.m., Saturday, November 30th, between the hours of 8:00 a.m. and 11:00 p.m. and Sunday, December 1st, between the hours of 8:00 a.m. and 8:00 p.m.
2. RUTS may select at their discretion and expense, such promotional facilities and displays as it deems desirable, including, but not limited to, fairs, artistic displays, and other facilities 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 file copies of all vendor licenses and contracts with the CITY, upon request. 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 Rose Festival 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.
3. 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. All beer, wine or alcohol sales shall meet the requirements of state and local law. RUTS shall ensure that there is sufficient security where beer, wine or alcohol is being sold.
4. 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.
5. Neither RUTS nor anyone in contact with them may use any loud speaker system or public address system, except for the speaker system used at the stage or designated entertainment areas absent the separate advance approval of the City Council.
6. 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 Community Event Manager prior to October 24th, 2019, and shall name the CITY as an additional named insured.

7. 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 festivities and be completed by 8:00 p.m. Monday, December 2nd, 2019 for the Ruts N Guts event. RUTS shall be responsible for general clean-up of the area of the event.
8. RUTS shall do its utmost to curb illegal parking in residential areas surrounding the event location.
9. 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 _____, 2019.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA



Deputy City Attorney

Mayor

ATTEST:

City Clerk (Seal)

Ruts N Guts, LLC
BROKEN ARROW, OKLAHOMA

[Signature], President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this 12 day of November 2019, personally appeared, Tanner Culbreath, known to me to be the identical person who executed the within and foregoing instrument, as the President of the RUTS 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.

Alice Haight
Notary Public

My Commission Expires:

4/17/2021

ALICE HAIGHT NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES APRIL 17, 2021 COMMISSION # 01006468
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