

ACTIVITY AND USE AGREEMENT

This Activity and Use Agreement (Agreement) is entered into as set forth below between The City of Oklahoma City (City) and Arts Council Oklahoma City (Group).

WITNESS:

WHEREAS, Group desires to hold the “Festival of the Arts” (Event) April 24-27, 2025; and

WHEREAS, the Event shall use City property, including Bicentennial Park, located at 500 Couch Drive; and City Hall Park, located at 200 North Walker Avenue; as well as other public property and rights-of-way (Event Site, see Exhibit A, incorporated herein); and

WHEREAS, the Event is a community celebration of the visual, performing, and culinary arts, bringing a variety of talented artists together in downtown Oklahoma City; and

WHEREAS, the Event has been an Oklahoma City tradition since 1967; and

WHEREAS, the Event will require access control within the Event Site; and

WHEREAS, Group has established criteria to control activities, exhibits, and services at the Event; and

WHEREAS, the City seeks to promote a high quality of life and increased civic pride through recognized special events; and

WHEREAS, the Event brings an estimated 650,000 people to downtown and generates approximately \$200,000 in sales tax revenue; and

WHEREAS, the City is willing to enter into this Agreement for the Event.

NOW, THEREFORE, the parties agree:

1. GRANT

The City hereby grants Group this Agreement to access the Event Site, as shown in Exhibit A, to set up and operate the Event.

2. ALL EVENT ACTIVITIES AT GROUP’S EXPENSE

Unless stated elsewhere in this Agreement, Group shall, at its expense, plan, conduct, and manage all aspects of the Event.

3. FRANCHISES FOR PUBLIC UTILITIES

This Agreement shall be subject and subordinate to current or future franchises granted by the City to any public utility, firm, or corporation to use the public ways. This Agreement shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

4. AGREEMENT TERM

Upon execution by the City, this Agreement shall be effective through May 5, 2025. This Agreement shall authorize the temporary Event Site closures described in Subsection 5.B. from 8:00 a.m. Central Time (CT) on Friday, April 11, 2025, until 5:00 p.m. CT on Monday, May 5, 2025.

5. ACCESS TO EVENT SITES

- A. During the Event, Group may limit access to the Event Site according to the Site Plan. (See Exhibit A.)
- B. This Agreement shall authorize Group to use public rights-of-way to establish the Event Site, **exclusively closing North Walker Avenue** from Robert S Kerr Avenue south to Colcord Drive, **the southbound lane of North Walker Avenue** from Colcord Avenue south to West Main Street, **the northbound lane of North Walker Avenue** from Couch Drive north to Robert S. Kerr Avenue, **Colcord Drive** from Latting Circle west to Shartel Avenue, **Latting Circle** from Colcord Drive north to Park Avenue, **Couch Drive** from Latting Circle north/west to North Lee Avenue, **North Lee Avenue** from Colcord Drive north to Couch Drive, **the northbound lane of North Lee Avenue** from West Main Street north to Couch Drive, and **Channing Drive** from Colcord Drive north to Couch Drive, as shown in the Site Plan.

6. ACTIVITY REGULATION BY GROUP

To ensure public health, safety, and welfare, and to maintain high standards of Event quality, Group may regulate activities at the Event Site. These shall include, but not be limited to, exhibits, entertainment, promotions, and concessions.

7. COMPLIANCE WITH CITY'S AUTHORIZED AGENT(S)

Group shall comply with all lawful directives of the City's authorized agent(s), who shall be allowed, at any time, to fully enter or inspect the Event Site.

8. BARRICADES

Barricades, if needed, shall be placed properly by a licensed vendor. The placement and use of barricades shall be consistent with the Site Plan.

9. POTABLE WATER

Group assumes all responsibility for potable water brought to the Event Site. After the Event, Group shall restore the area where temporary potable water service is set to pre-Event condition or better.

10. TEMPORARY ELECTRICAL SERVICE

Group assumes all responsibility for temporary electrical service brought to the Event Site. Such temporary service shall be installed by a licensed electrical contractor, pursuant to an Electrical Permit issued by the City, and approved by a City inspector before the Event. After the Event, Group shall restore the area where temporary electrical service is set to pre-Event condition or better.

11. NOTICE OF EVENT

Before the event, Group shall give notice of the Event to any residents and businesses abutting the Event Site.

12. TRESPASSING

Trespassing on private property is prohibited.

13. TRAFFIC CONTROL

For traffic-control issues, Group shall contact the City's Police Department before the Event. Traffic-control measures shall be consistent with the Site Plan.

14. TRASH AND DEBRIS

Group shall clean up and remove all trash and debris generated, or otherwise occurring, within the Event Site as a result of the Event. Group shall do so before this Permit expires, or within twelve (12) hours after it is terminated, as provided for in Section 27.

15. NO DAMAGE TO CITY PROPERTY

Group shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City property.

16. PORTABLE RESTROOMS

Group shall provide portable restrooms at the Event Site as required by the City's authorized agent(s). Of the portable restrooms required under this Section, at least fifteen percent (15%) shall be Americans with Disabilities Act (ADA) compliant. Where possible, portable restrooms shall be placed on paved surfaces (excluding sidewalks). In all cases, they shall be placed within forty (40) feet of a paved surface (excluding sidewalks).

17. TENT STAKES

Group shall use water barrels, sandbags, or cement blocks to secure tents, or other temporary structures, at the Event Site. Group shall not use tent stakes at the Event Site without approval of the City's authorized agent(s).

18. TRUCKS OR TRAILERS

Group shall ensure that trucks or trailers are placed on paved surfaces (excluding sidewalks). Group shall not allow trucks or trailers to be placed on non-paved surfaces without approval of the City's authorized agents(s). This shall include, but not be limited to, concession trucks or trailers.

19. CONSIDERATION

A. As consideration, Group shall provide the City with in-kind benefits related to the Event. These benefits shall be worth at least twenty-three thousand and five hundred dollars (\$23,500). Such in-kind benefits shall include, but not be limited to, marketing and promotional consideration in Group's Events-related print and electronic media. Group shall be primarily responsible for marketing and promoting the Event. The parties' authorized agents shall agree on specific components of the in-kind benefits. (See Exhibit E, Sponsorship Benefits, incorporated herein.) This consideration shall include the following:

- a. The City of Oklahoma City Parks and Recreation logo shall appear on all Event related marketing and promotional material with the text "In partnership with Oklahoma City Parks and Recreation" appearing below the logo each time.
- b. These Event related marketing and promotional material shall include but not be limited to logo on annual sponsor signage, logo on monument sign, logo on promotional poster, logo on print ads, logo on billboard ads, logo on bus stop benches, logo in program, full-page ad in program, scripted announcement during the preshow of a performance, logo placement on pavement decals, signed & Frames artist poster, logo on ACOKC website, logo on ACOKC e-newsletter, and all other materials related to the event.

B. As consideration, the City shall provide Group with in-kind benefits for the Event. They shall be worth at least twenty-three thousand, five-hundred dollars (\$23,500.00). Such in-kind benefits shall include:

- a. Sixteen thousand six hundred and twenty-five dollars (\$16,625) in permit costs for Bicentennial Park
- b. Two thousand dollars (\$2,000) in permit costs for City Hall Park
- c. Two thousand dollars (\$2,000) in permit costs for Carolyn Hill Park
- d. Two thousand dollars (\$2,000) in permit costs for Hightower Park
- e. Eight hundred dollars (\$800) in permit vendor fees
- f. Seventy-five dollars (\$75.00) in permit fees for street closures

- g. The City shall assist Group with advertising for the Event. Such activities shall be consistent with the City's Parks and Recreation Department (OKC Parks) Marketing Plan, as determined by the City's authorized agent(s). This may include, but not be limited to, listing the Event on the OKC Parks' Facebook, Twitter, and Instagram accounts.
- C. Group shall be financially responsible for damage to, or required cleaning of, City property resulting from the Event. Such responsibility shall include, but not be limited to, damage/cleaning costs from unauthorized parking on grass areas within the Event Site and the cost to dispose of trash or debris left at the Event Site after the Event.
- D. If Group fails to fulfill its obligations under this Section, it may be ineligible for future agreements with the City until it does so. The City may also pursue legal action to collect the consideration owed by Group under this Agreement.
- E. The consideration due under this Section shall be in addition to the parties' responsibilities described elsewhere in this Agreement.
- F. Consistent with the requirements of Subsection 19.B., all Event-related advertising and marketing shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items that use the City seal, or the OKC Parks brand, shall be approved by the City's authorized agent(s) before public use. All advertising and marketing efforts shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.
- G. Any Event-related advertising or marketing done by Group before this Agreement is executed by the City shall be at Group's risk.

20. APPLICABLE TAXES AND FEES

Group shall pay any taxes, or other fees, assessed upon the Event Site, or related improvements. Afterward, Group shall deliver to the City sufficient receipts or other evidence of payment of such obligations.

21. EVENT FEES AND CONTENT

Group warrants that any fees it or its vendors charge Event attendees shall be reasonable and not exceed market tolerance. Group's authorized agent(s) shall respond to questions or concerns regarding Event fees, content, or related matters.

22. SAFETY

Group shall ensure that all activities under this Agreement are conducted in a safe, supervised manner using the least invasive means feasible.

23. NON-DISCRIMINATION

Group shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the ADA, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this Agreement. Nothing in this Section shall prohibit Group from establishing categories for participation based on the age, gender, or skill level of the participants, or based on a person's chosen area of participation.

24. LIAISONS

The City and Group shall each designate at least one (1) representative to coordinate Event-related issues and serve as liaisons between the parties. Duties under this Section shall include, but not be limited to, regularly communicating about Event-related matters.

25. INDEMNIFICATION

- A. Group shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any claims or liability arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon Group and its representatives, successors, and assigns.
- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

26. INSURANCE

- A. Group shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term. Group shall pay required insurance premiums or deductibles.
- B. Group's insurance policy shall name the City as additional insured. Group shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 42.A.
- C. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law.

- D. The insurance coverage required under this Section shall be effective throughout the Agreement term. Consistent with the other requirements of this Section, Group shall provide a certificate of insurance to the City's authorized agent(s) before this Agreement is docketed for City Council action. (See Exhibit B, incorporated herein.)

27. PERMIT REVOCABLE AT WILL

This Permit shall be revocable at will by either party without cause. The City Manager of the City or designee (City Manager) is authorized to revoke this Permit on behalf of the City by providing written or verbal notice to Group. Upon delivery of such written or verbal notice by the City Manager to any agent of Group, this Permit shall become void. In such case, Group shall immediately cease occupying and using the Event Site. Upon failure to do so, Group shall be deemed trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (Code), and be subject to enforcement of the Code provisions.

28. WAIVER OF BREACH

The City may waive any Agreement breach. However, that shall not constitute a continuing waiver of such breach, or similar Agreement breaches. Also, the City may later require Group to comply with any previously waived Agreement breach.

29. TEMPORARY IMPROVEMENTS

Group is authorized to install and maintain temporary improvements within the Event Site during the Agreement term. Such installation and maintenance (as well as removal) of temporary improvements within the Event Site shall be at the sole risk of Group. The City reserves the right to retain use, occupancy, or possession of temporary improvements left within the Event Site after this Agreement expires or is terminated.

30. RESTORATION OF DAMAGED PROPERTY

Group shall protect all City property within the Event Site. This shall include, but not be limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, irrigation systems, and other structures. If City property is damaged, Group shall timely restore it to pre-Event condition or better or otherwise compensate the City for actual losses. This Section excludes normal wear and tear on City property, as determined by the City's authorized agent(s).

31. LAWS AND OTHER PERMITS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. Group, or its vendors, shall obtain other approvals (in addition those specifically provided for in Section 19) required to conduct the Event. These shall include, but not be limited to, food and beverage permits; construction, occupancy, and noise permits; and fire marshal approvals. Misrepresentations by Group, or its vendors, to obtain other necessary approvals to conduct the Event shall be grounds for terminating this Agreement, as provided for in Section 27.

32. SIGNS FOR PARK CLOSURES

One (1) week before the start of the Event, Group shall install temporary signs at the Event Site notifying the public of the Event. The number, placement, and content of the temporary signs shall be approved by the City's authorized agent(s).

33. SECTION HEADINGS

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Group acknowledges that its signatory was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

34. REPRESENTATIONS

Group warrants that it can fulfill its obligations under this Agreement and that its signatory can bind it under the Agreement terms.

35. CITY DESIGNEE

The City Manager is authorized to exercise any right of duty of the City under this Agreement.

36. GOVERNING LAW

This Agreement shall be governed by, and construed according to, Oklahoma law.

37. EVENT STAFF AND VOLUNTEERS

- A. Group shall provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Group shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Agreement.
- B. Group shall work with the City to ensure that at least one (1) City Police officer is on site during the Event. If, as determined by the City's authorized agent(s), additional City Police officers are required, the parties shall coordinate their presence at the Event. Group shall pay any cost for off-duty City Police officers to work the Event.
- C. During authorized periods of use, Group shall provide required security of its temporary improvements at the Event Site.

38. RELEASES

- A. Group shall ensure that, before performing any tasks at the Event, all adult volunteers sign an Acknowledgment and General Release. (Release, see Exhibit C, incorporated herein).

- B. Group shall ensure that, before performing any tasks at the Event, all minor volunteers submit a Release signed by their parent or legal guardian (see Exhibit D, incorporated herein).
- C. Group shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request. Group's paid Event personnel need not submit Releases.

39. SMOKING AND VAPING PROHIBITED

Smoking and vaping are prohibited at the Event Site. Group shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance. This shall include, but not be limited to, smoking or vaping of tobacco or marijuana products.

40. ALCOHOL

Group shall take reasonable steps to ensure compliance with applicable laws regulating the sale and consumption of alcohol at the Event. No alcohol purchased at the Event shall leave the Event Site.

41. TEMPORARY FENCING

As approved by the City's authorized agent(s), Group may furnish, install, and maintain temporary Event and perimeter fencing at the Event Sites during the Event.

42. NOTICES

- A. Official communications to the City regarding this Agreement shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
parkevents@okc.gov
405-297-2691

and

The City of Oklahoma City
City Clerk
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
405-297-2391

- B. Official communications to Group regarding this Agreement shall be sent to:

Arts Council Oklahoma City
c/o Seth Lewis
400 West California
Oklahoma City, OK 73102
slewis@artscouncilokc.com
405-270-4895

or to such persons and addresses as the parties later designate in writing.

43. NOTIFICATION OF DAMAGE

Group shall immediately notify the City's authorized agent(s) of damage within, or adjacent to, the Event Site due to activities under this Agreement. This shall include, but not be limited to, property or environmental damage.

44. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Group from conducting the Event, the parties shall notify each other's liaisons as soon as is feasible. If either party, acting in good faith, elects to postpone or cancel all or part of the Event as provided for under this Section, it shall do so in writing to the other party (by email, text, or other means). In such case, the City and Group may reschedule the Event date(s) upon mutual consent, which shall not be unreasonably withheld. An alternate date(s) within one (1) year of the originally scheduled date(s) must be chosen within fourteen (14) calendar days after such postponement or cancellation. Postponement or cancellation of any part of the Event due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City.
- B. As used in the Section, an emergency or other unforeseen circumstance shall include, but not be limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts any part of the Event or prevents Group from conducting any part of the Event.

45. ENVIRONMENTAL DAMAGE

Group shall cause no environmental damage at the Event Site or on surrounding City property. If such damage occurs due to activities under this Agreement, Group shall immediately remedy the situation, pursuant to applicable environmental regulations, or otherwise compensate the City for actual damages or losses.

46. PARKING

- A. Event parking shall only be allowed in designated areas, as shown in the Site Plan. Group's security personnel shall inform Event attendees of City parking Ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Group shall prohibit vehicle parking on non-paved areas of the Event Site.

However, Group's authorized agents may operate vehicles on non-paved areas of the Event Site **for temporary loading and unloading of Event-related equipment, supplies, and personnel only**. Other such operation or parking of vehicles by Group's agents or Event attendees shall be an Agreement breach.

- C. Consistent with the other requirements of this Section, Group may park, for display purposes only, two (2) automobiles at the Event Site, as provided by one of its sponsors. Such vehicles shall be placed on plywood or event decking to avoid damaging infrastructure at the Event Site. In addition, such vehicles shall be positioned before the start of the Event and shall not be operated during designated Event hours.
- D. Event Parking fees shall not exceed the current, daily rates established by the Central Oklahoma Transportation and Parking Authority (COTPA).

47. ASSIGNING OF AGREEMENT

This Agreement shall not be assigned without written consent of the City.

48. DRONES

Group, or its agent(s), shall not operate drones, or other radio-controlled aircraft, at the Event Site without approval of the City's authorized agent(s). A copy of the operator's Federal Aviation Administration license shall be required as part of the approval process.

49. CITY EVENT PERMITS AND CITY SERVICES MEETING

- A. Consistent with the provisions of Section 19, Group must submit all other required permits applications, signatures, affidavits, and documentation necessary to conduct the Event to the City's authorized agent(s) on or before the date of the City Services Meeting described in Subsection 49.B.
- B. Before the Event, Group's authorized agent(s) shall arrange to attend a City Services Meeting. At the City's option, the City Services Meeting may be held in-person, by videoconference, or by other means.
- C. At the City Services Meeting, Group shall present information about the Event and receive direction from representatives of the City, the Emergency Medical Services Authority (EMSA), the EMBARK public transit service, or similar entities about Event-related logistics and safety. Group shall comply with all directives received at the City Services Meeting. Failure to do so shall be an Agreement breach.

50. OUTSIDE VENDORS

Group may prohibit non-authorized vendors from soliciting within the Event Site.

51. PROHIBITED ITEMS

- A. Group may prohibit Event attendees from bringing certain items within the Event Site. Group shall post appropriate notice at the Event Site, and in pre-Event advertising, to inform the public of the prohibited items. Such items may include, but not be limited to lasers, coolers, umbrellas, or certain weapons.
- B. Group may prohibit individuals from bringing pets, or other domesticated animals, within the Event Site during the Event. This prohibition shall be allowed regardless of whether the pets, or other domesticated animals, are leashed or otherwise restrained. Group shall post appropriate “No Pets” signage at the Event Site. This prohibition shall not apply to service animals as authorized by the ADA.

52. RESTRICTIONS ON MEDICAL SERVICES

Group shall not authorize healthcare providers to issue medical recommendations at the Event Site. Nothing in this Section shall prohibit Group from facilitating emergency medical care to Event attendees or participants as provided by EMSA, City Police officers or firefighters, or others.

53. EVENT SITE “AS-IS”

- A. Group accepts the Event Site “as-is” and without warranty. The City makes no representation about the Event Site’s suitability for Group’s intended use and shall not be liable for any defect at the Event Site.
- B. Group warrants that, before entering into this Agreement, it’s authorized agent(s) inspected the Event Site, to the extent they deemed necessary and prudent, to determine the facilities’ condition and appropriateness for use in conducting the Event.

54. NO WATER BALLOONS

Group shall not authorize Event attendees or participants to use water balloons at the Event Site.

55. CONFLICT OF INTEREST

No officer or agent of the City shall have any financial interest, directly or indirectly, in this Agreement. Group shall promptly notify the City’s authorized agent(s) of any known, or potential, conflict of interest involving any City officer or agent.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by Arts Council Oklahoma City this 6 day of December, ²⁰²⁴~~2025~~.


Authorized Agent

Oklahoma County)
State of Oklahoma) SS:
)

This instrument was acknowledged before me on this 6th day of December
~~2025~~ 2024


Notary Public

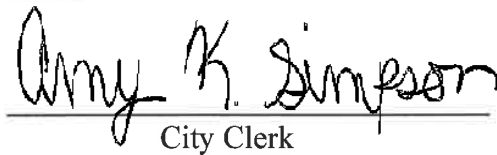
My Commission No. 22013740

My Commission Expires 10/11/26




APPROVED by the Council of The City of Oklahoma City this 17TH day of DECEMBER

~~2025~~ 2024


City Clerk




Mayor

REVIEWED for form and legality.

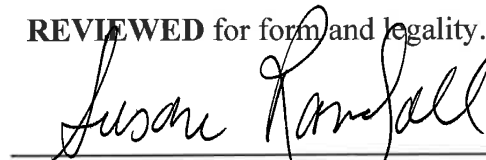
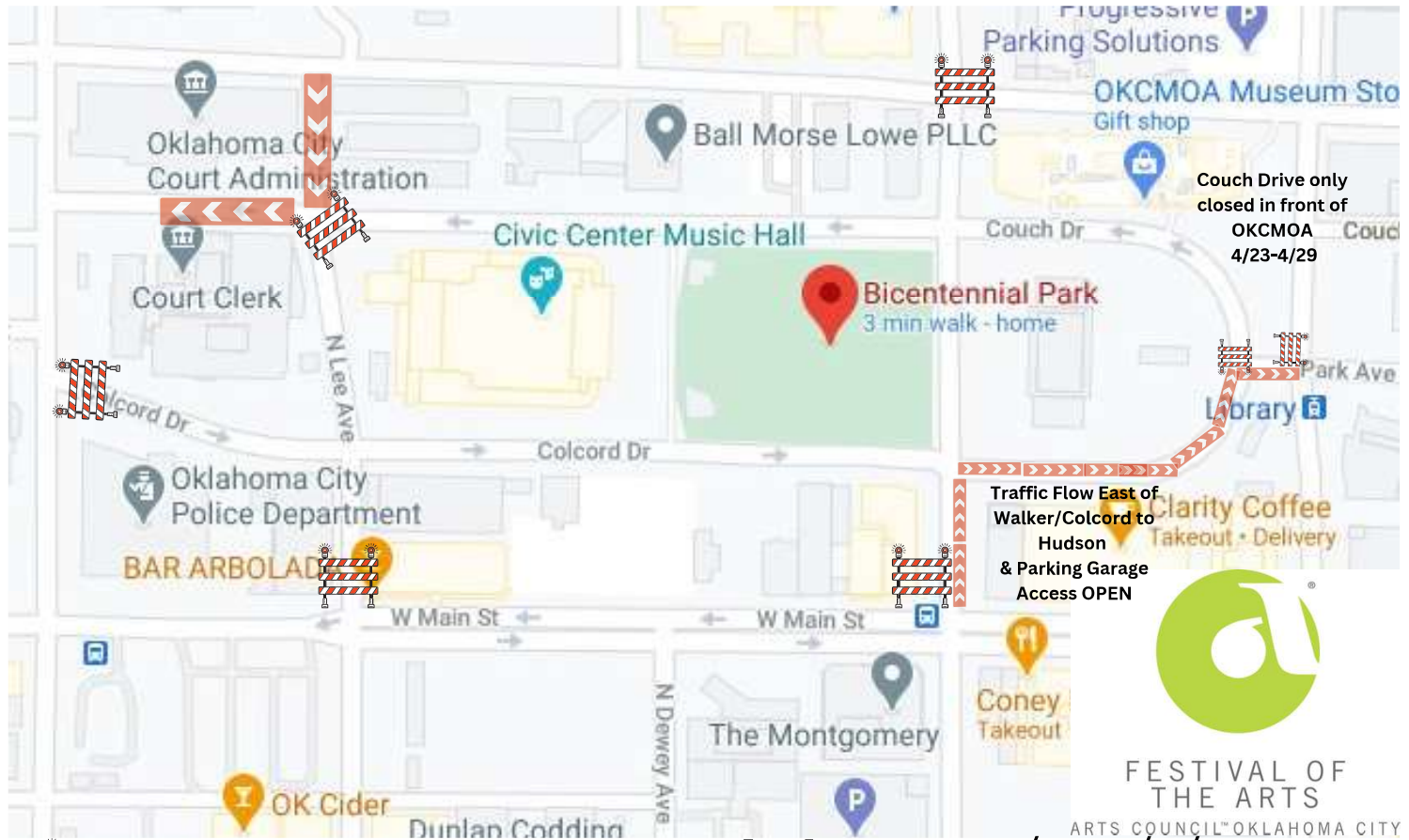

Assistant Municipal Counselor

Exhibit A

Event Site and Site Plan

(Attached)



Road Closure Barricade



Directional Traffic Access

Road Closures: 4/11-5/5/25

Walker Avenue: Northbound from Colcord to Robert S. Kerr
Southbound from Robert S. Kerr to Main Street. Arts District Parking Garage will be accessible from Walker Avenue and Latting Circle.

Lee Avenue: North-bound Main Street to Couch Drive with Alley Access.
North and Southbound Lanes from Colcord North to Couch.

Colcord Drive: East from Shartel Avenue to Walker Avenue

Couch Drive: From Walker Avenue West to Lee Avenue, East to Hudson

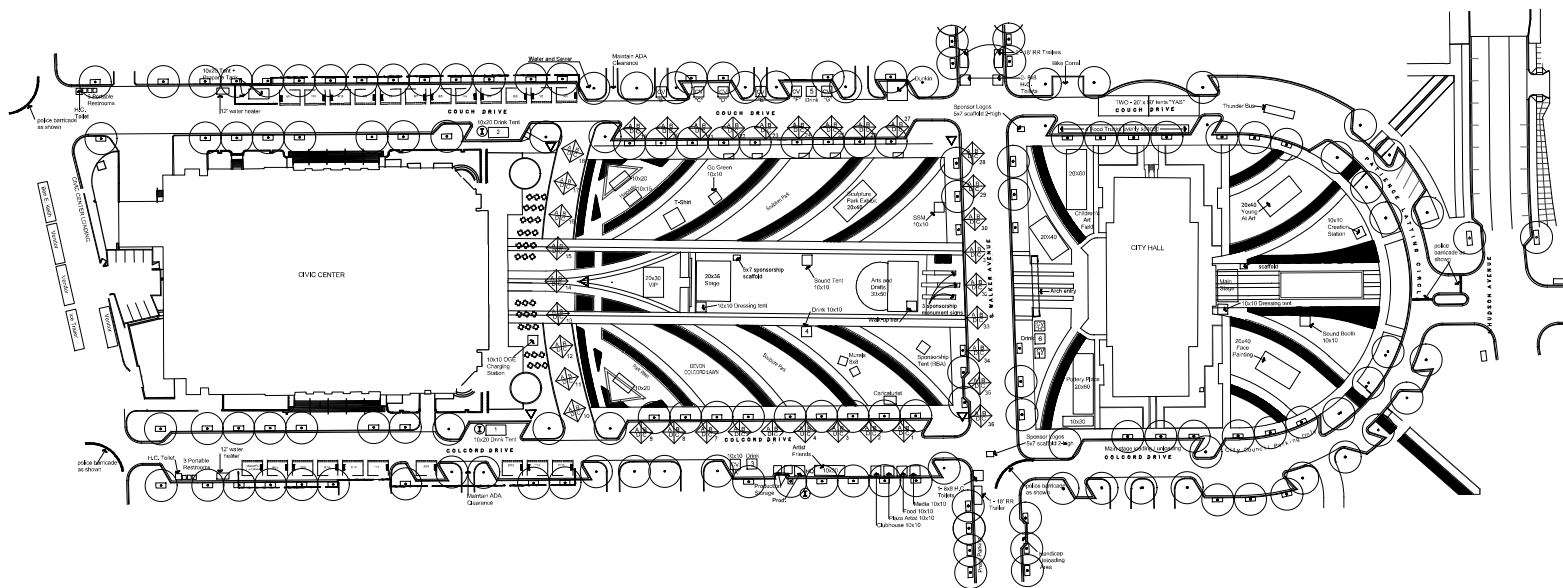


Exhibit B

Certificate of Insurance

(Attached)



ARTSCOU01C

JWARE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Juliet Ware PHONE (A/C, No, Ext): (405) 556-2235 FAX (A/C, No): E-MAIL ADDRESS: Juliet.Ware@INSURICA.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : CompSource Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Arts Council of Oklahoma City Inc. 400 W. California Oklahoma City, OK 73102	NAIC # 11150 36188

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SNCGL0249707	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0038507	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		00972433241	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Arts Festival 2025

Certificate Holder is an Additional Insured with respect to General Liability, if required in a written contract, subject to all conditions, provisions, and limitations in the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 200 N. Walker Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of Arts Council Oklahoma City (Group) and have agreed to help present the “Festival of the Arts” (Event) to be held in Bicentennial Park and on other City of Oklahoma City (City) property. I also acknowledge that I am not employed or contracted by Group or the City to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Group nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to me.

I hereby release Group, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities at the Event.

Signed this _____ day of _____ 2025.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Exhibit D
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers of Arts Council Oklahoma City (Group) and have agreed to help present the “Festival of the Arts” (Event) to be held in Bicentennial Park and on other City of Oklahoma City (City) property. I also acknowledge that neither I nor my child(ren) are employed or contracted by Group or the City to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Group nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to us.

I hereby release Group, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities at the Event.

Signed this _____ day of _____ 2025.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children:	_____	Age: _____
	_____	Age: _____
	_____	Age: _____
	_____	Age: _____
	_____	Age: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Exhibit E

Sponsorship Benefits

(Attached)

Arts Council Oklahoma City Associate Sponsorship Benefit Valuation FY25	
Angels & Friends Tickets	\$ 1,000.00
Festival of the Arts VIP Tent Passes	\$ 4,000.00
Festival of the Arts Hospitality Area Buttons	\$ 500.00
Festival of the Arts "featured artist" gift poster signed and framed	\$ 40.00
Logo on annual sponsor signage	\$ 2,475.00
Listing on Festival of the Arts monument sign	\$ 3,025.00
Logo on ACOKC website	\$ 222.00
Logo on event programs	\$ 180.00
Logo on promotional posters	\$ 3,300.00
Logo in print advertisements	\$ 2,835.00
Logo on ACOKC e-newsletter	\$ 1,759.00
Logo on event pole banners	\$ 6,600.00
Logo on bus stop bench advertisements	\$ 6,250.00
Logo on billboard advertisements	\$ 4,000.00
Scripted announcement during preshow of performance	\$ 550.00
Logo placement on pavement decals	\$ 2,750.00
Full page ad in event programs	\$ 2,835.00
Acknowledged in social posts for FOA	\$ 150.00
Total	\$42,471.00