

REVOCABLE PERMIT

This Revocable Permit (Permit) is entered into as set forth below between The City of Oklahoma City (City), and The Oklahoma City Museum of Art (Permittee).

WITNESS:

WHEREAS, Permittee desires to hold the "Art on TAP" (Event) on October 7th; and

WHEREAS, the Event will use City Property, located at Carolyn Hill Park and City Hall Park, 415 Couch Drive; as shown in Exhibit A, incorporated herein; and

WHEREAS, the Event will be ticketed; and

WHEREAS, the Event will require access control, as shown in the Site Plan (see Exhibit A); and

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

WHEREAS, recognized special events contribute to a high quality of life and increased civic pride obtained through recognized special events and activities; and

WHEREAS, the City is willing to grant this Permit for the Event.

NOW, THEREFORE, the parties agree:

1. GRANT

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

2. ALL EVENT ACTIVITIES AT PERMITTEE'S EXPENSE

Unless stated elsewhere in this Permit, Permittee shall, at its expense, plan, conduct, and manage all aspects the Event.

3. FRANCHISES FOR PUBLIC UTILITIES

This Permit 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 Permit 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.

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4. PERMIT TERM

- A. This Permit shall be effective when approved by the City. It shall authorize Permittee to use Event Site from 8:00 a.m. Central Time (CT) until 11:59 p.m. CT on Friday, October 7, 2022.
- B. Permittee shall also be authorized to implement the closures described in Subsection 5.B. from 8:00 a.m. CT until 11:59 p.m. on Friday, October 7th, 2022.

5. ACCESS TO EVENT SITE

- A. During the Event, Permittee may limit access to the Event Site according to the Site Plan.
- B. In addition to the rights granted herein, this Permit shall authorize Permittee to use public property and rights-of-way (included streets in bold), **exclusively closing Couch Drive** from Park Avenue north/west to North Walker Avenue, as shown in the Site Plan.

6. ACTIVITY REGULATION BY PERMITTEE

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

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

Permittee 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

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

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10. TEMPORARY ELECTRICAL SERVICE

Permittee 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, Permittee shall restore the area where temporary electrical service is set to pre-Event condition or better.

11. NOTICE OF EVENT

Before the Event, Permittee 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, Permittee shall contact the City's Police Department before the Event. Traffic-control measures shall be consistent with the Site Plan.

14. TRASH AND DEBRIS

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

15. DAMAGE TO CITY PROPERTY

Permittee shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City property unless approved by the City's authorized agent(s).

16. PORTABLE RESTROOMS

Permittee 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).

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17. TENT STAKES

- A. Permittee shall use water barrels, sandbags, or cement blocks to secure tents, or other temporary structures, at the Event Site. Permittee shall not use tent stakes at the Event Site without approval of the City's authorized agent(s).
- B. If an exception to Subsection 17.A. is granted, before staking structures at the Event Site, Permittee shall call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. The City's authorized agent(s) shall be notified in advance and may be on site to monitor all staking of temporary structures at the Event Site.

18. TRUCKS OR TRAILERS

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

19. CONSIDERATION

- A. Permittee shall pay the City Permittee shall pay the City two hundred and fifty-five dollars (\$255.00) for this Permit. This includes eighty dollars (\$80) for exclusive use of the Carolyn Hill Park for one (1) day; eighty dollars (\$80) for exclusive use of the City Hall Park for one (1) day; a seventy-five dollar (\$75) street-closure fee; and a non-refundable, twenty-dollar (\$20.00) processing fee.
- B. In addition to the requirements of Subsection 19.A., Permittee shall pay the City a refundable, three hundred-dollar (\$300) damage/cleaning deposit.
- C. Permittee shall be financially responsible for damage to, or required cleaning of, City property resulting from the Event. This shall apply even if the damage/cleaning cost exceeds to deposit amount, as referenced in this Section. Such responsibility shall include, but is not limited to, damage/cleaning costs from unauthorized parking on grass areas within the Event Site or the cost to dispose of trash or debris left at the Event Site after the Event.
- D. If Permittee fails to fulfill its obligations under this Section, it may be ineligible for future Permits, or other agreements, with the City until it does so. The City may also pursue legal action to collect the consideration owed by Permittee under this Permit.
- E. The consideration due under this Section shall be in addition to Permittee's responsibilities described elsewhere in this Permit.

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20. APPLICABLE TAXES AND FEES

Permittee shall be responsible for any taxes or fees assessed in connection with this Permit. Permittee shall deliver to the City sufficient receipts or other evidence of payment of such taxes and fees, if requested by the City.

21. EVENT FEES AND CONTENT

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

22. SAFETY

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

23. NON-DISCRIMINATION

Permittee 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 Permit. Nothing in this Section shall prohibit Permittee 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 Permittee shall each designate at least one (1) representative to coordinate Event-related issues and serve as liaisons between the parties.

25. INDEMNIFICATION

A. Permittee shall release, defend, indemnify, and hold harmless the City, and their officers, agents, and employees, for any claims or liability arising from any activity under this Permit. This provision shall survive the expiration or termination of this Permit, not be limited by any other Permit provision, and be binding upon Permittee and its representatives, successors, and assigns.

B. The City are constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Permittee, 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.

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26. INSURANCE

- A. Permittee 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. Permittee shall pay required insurance premiums or deductibles.
- B. Permittee's insurance policy shall name the City as additional insured. Permittee 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 43.A.
- C. Permittee 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 during authorized periods of use, as described in Section 4. Consistent with the other requirements of this Section, Permittee shall provide a certificate of insurance to the City's authorized agent(s) before this Permit 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 Permittee. Upon delivery of such written or verbal notice by the City Manager to any agent of Permittee, this Permit shall become void. In such case, Permittee shall immediately cease occupying and using the Event Site. Upon failure to do so, Permittee 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. BREACH

Permittee shall comply with all Permit terms. Failure to do so shall be a Permit breach. Upon such breach, the City Manager may give verbal or written notice to any agent of Permittee and may revoke this Permit on behalf of the City, as authorized in Section 27. If so, Permittee shall immediately cease occupying and using the Event Site or be subject to enforcement for trespassing, as provided for in Section 27.

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29. TEMPORARY IMPROVEMENTS

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

30. RESTORATION OF DAMAGED PROPERTY

Permittee shall protect all City property within the Event Site. This shall include, but is not limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, irrigation systems, and other structures. If City property is damaged, Permittee 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 Permit shall be subject to applicable laws, rules, regulations, guidelines, and policies. Permittee, or its vendors, shall obtain other approvals, licenses, and permits required to conduct the Event. These shall include, but are not limited to, food and beverage permits; construction, occupancy, street-closure, and noise permits; and fire marshal approvals. Misrepresentations by Permittee, or its vendors, to obtain other necessary approvals to conduct the Event shall be grounds for terminating this Permit, as provided for in Section 27.

32. EVENT ADVERTISING, CITY SEAL, AND PARKS ICON

A. Permittee shall be responsible for marketing and promoting the Event. At their option, the City's authorized agent(s) may assist in these efforts. However, they are under no obligation to so do.

B. All Event-related marketing and advertising 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 agents before public use. All marketing and promotion efforts shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.

C. Any Event-related advertising or promotions done by Permittee before this Permit is approved shall be at Permittee's risk.

33. SIGNS FOR PARK CLOSURES

One (1) week before the Event, Permittee 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).

34. SECTION HEADINGS

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

35. REPRESENTATIONS

Permittee warrants that it can fulfill its obligations under this Permit and that its signatory can bind it under the Permit terms.

36. CITY DESIGNEE

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

37. GOVERNING LAW AND VENUE OF ACTIONS

This Permit shall be governed by, and construed according to, Oklahoma law. Any legal proceeding regarding this Permit shall be pursued in the appropriate court in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees, and other expenses, related to such legal proceeding.

38. EVENT STAFF AND VOLUNTEERS

A. Permittee shall provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Permittee shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Permit.

B. Permittee 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. Permittee shall pay any cost for off-duty City Police officers to work the Event.

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- C. During authorized periods of use, Permittee shall provide necessary security of the Event Site and related, temporary improvements.

39. RELEASES

- A. Permittee shall ensure that, before performing any tasks at the Event, all adult volunteers sign an Acknowledgement and General Release. (Release, see Exhibit C, incorporated herein.)
- B. Permittee 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. Permittee shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request. Permittee's paid Event personnel need not submit Releases.

40. SMOKING AND VAPING PROHIBITED

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

41. ALCOHOL

Permittee 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.

42. TEMPORARY FENCING

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

43. NOTICES

- A. Official communications to the City regarding this Permit 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
405-297-3882

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 Permittee regarding this Permit shall be sent to:

Sara Wise
415 Couch Drive
Oklahoma City, Oklahoma, 73102
Swise@okcmoa.com
405-278-8216

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

44. NOTIFICATION OF DAMAGE

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

45. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Permittee from conducting any part of 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 any 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 Permittee may reschedule all or part of the Event upon mutual consent, which shall not be unreasonably withheld. An alternate Event date(s) within one (1) year of the scheduled Event date(s) must be chosen within fourteen (14) calendar days after such cancellation or postponement. Cancellation or postponement 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 is not limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts the Event or prevents Permittee from conducting the Event.

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46. ENVIRONMENTAL DAMAGE

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

47. PARKING

- A. Event parking shall only be allowed in designated areas, as shown in the Site Plan. Permittee's security personnel shall inform Event attendees of City parking Ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Permittee shall prohibit vehicle parking on non-paved areas of the Event Site. However, Permittee'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 Permittee's agents or Event attendees shall be a Permit breach.
- C. Event parking fees shall not exceed the current, daily rates established by the Central Oklahoma Transportation and Parking Authority (COTPA).

48. ASSIGNING OF PERMIT

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

49. DRONES

Permittee 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.

50. CITY SERVICES MEETING

- A. Permittee warrants that, well in advance of the Event, its authorized agent(s) shall 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.
- B. At the City Services Meeting, Permittee 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. Permittee shall comply with all directives received at the City Services Meeting. Failure to do so shall be a Permit breach.

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51. OUTSIDE VENDORS

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

52. PROHIBITED ITEMS

Permittee may prohibit Event attendees from bringing certain items within the Event Site. Permittee 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 are not limited to, lasers, coolers, umbrellas, or certain weapons.

53. RESTRICTIONS ON MEDICAL SERVICES

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

54. EVENT SITE "AS-IS"

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

55. NO WATER BALLOONS

Permittee shall not authorize Event attendees to use water balloons at the Event Site.

56. CONFLICT OF INTEREST

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

57. WAIVER OF BREACH

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

REVOCABLE PERMIT

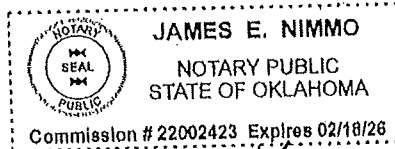
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APPROVED by The Oklahoma City Museum of Art this 16 day of September, 2022.

Kimberly Wall
Authorized Agent

Oklahoma County)
State of Oklahoma



This instrument was acknowledged before me on this 16 day of September, 2022.

Notary Public James E. Nimmo My commission expires 2-18-26.

APPROVED by the Council of The City of Oklahoma City this 27th day of September, 2022.

Amy K. Simpson
City Clerk














David Holt
Mayor

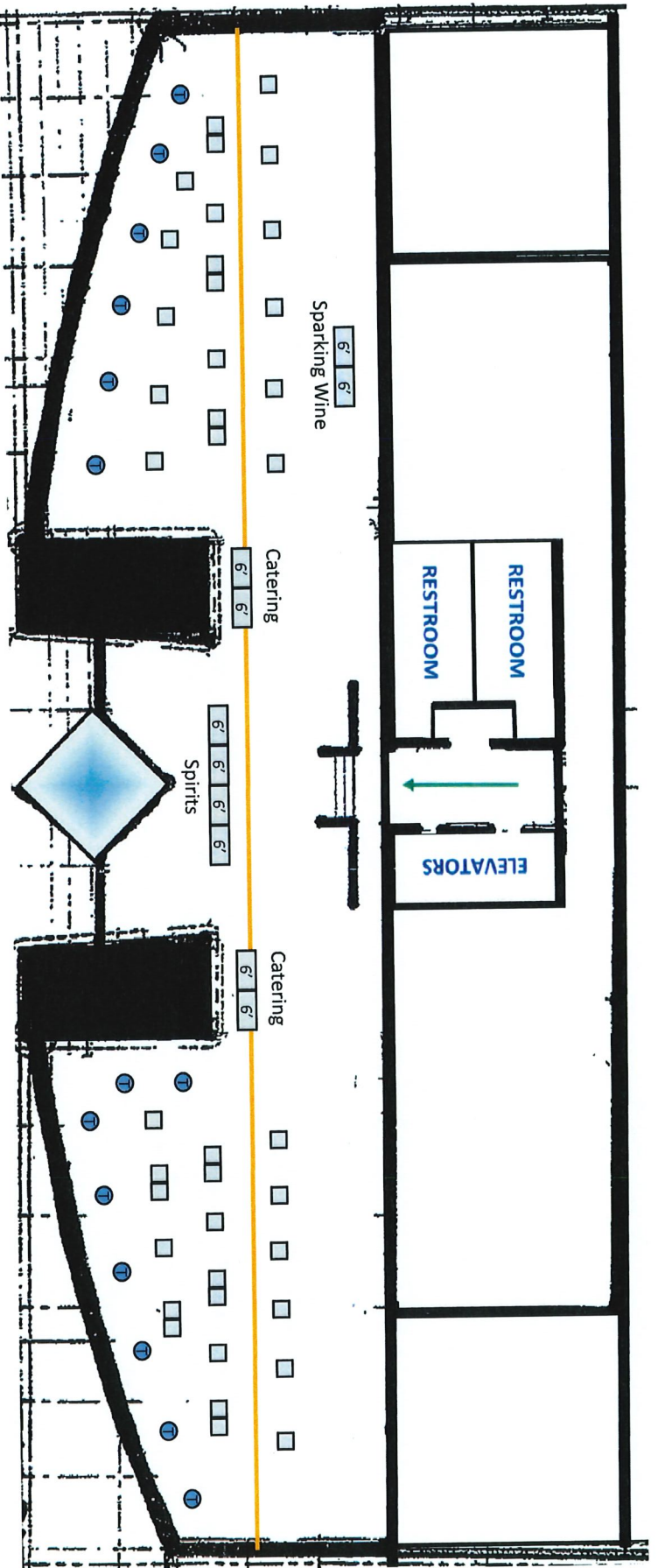
REVIEWED for form and legality

Jill Burnett
Assistant Municipal Counselor

Exhibit A
Event Site and Site Plan
(Attached)

KEY

	Event check-in; smaller star indicates Box Office entrance for restrooms
	Road closure: Type III Barricades
	"No alcohol beyond this point" signage
	Trash can
	Hand sanitizing station
	Beer vendor (<i>each vendor will take up about 1.5 parking spaces</i>)
	Food truck/vendor
	Seating area (a mix of tables and bistros)
	Stage for band, dance area, tables and bistros along perimeter of space
	Chalk artist
	Dumpster(s)



- 6' x 6' table
- 30" cocktail table (42" tall)
- 30" square
- Picker lounge furniture (turquoise cushions)
- Umbrella
- Sculpture
- Planter
- Catering
- Bar

Inventory:

- 24 bistro tables
- 48 bistro chairs
- 40 30" square tables
- 175 chairs

Oklahoma City Museum of Art | ARTonTAP 2022 | Friday, Oct. 7, 2022
 Roof Terrace Diagram
 DRAFT 08/01/2022

OKCMOA

Oklahoma City Museum of Art

ARTonTAP
Oklahoma City Museum of Art
Friday, October 7, 2022
Details Dated: 08/01/2022

ARTonTAP – City Services Permit Packet

details

Event: ARTonTAP
Date: Friday, October 7, 2022
Timeframe: 7 – 10 PM
Location: Oklahoma City Museum of Art, 415 Couch Drive, Oklahoma City, OK 73102
Attendance: ~600-700
Ticketing webpage: <https://www.okcmoa.com/visit/events/artontap2022/>

Description:

ARTonTAP is a beer tasting fundraising event typically held onsite at the Oklahoma City Museum of Art to raise funds for programs and exhibitions. In its 19th year, ARTonTAP allows guests to taste a variety of beer and enjoy light bites in a casual block party setting with live music. Tickets are sold in advance as well as at the door (must be 21+ to attend); block party admission is \$50 for Museum members, \$65 for non-members. OKCMOA will also provide a limited number of VIP (all access) tickets for \$85 for Museum members, \$100 for non-members. VIP ticket holders are granted access to the OKCMOA's Roof Terrace for liquor and wine tastings and lounge seating.

On-site Contact: Sara Wise cell @ 757.771.8662 (main point-of-contact)
Kimberley Worrell, CMP cell @ 405.312.6230 (alternate point-of-contact)
Steve Thompson cell @ 405.517.2962 (OKCMOA Chief of Safety and Security)

event site plans

See attached Event Site Plan, which includes traffic control, electricity and waste.

Staging/Vendor Placement:

- Ticket sales: Block party tickets are sold online in advance, as well as at the door (must be 21+ to attend). Block party admission is \$50 for Museum members, \$65 for non-members. OKCMOA will also provide a limited number of VIP (all access) tickets for \$85 for Museum members, \$100 for non-members. Day-of sales increase \$15-20 across all pricing. Colored lanyards will differentiate between block party admission and VIP ticket holders.
 - **No participating vendors will be accepting point-of-sales at our event.**
- Vendor tents: Beer vendors can bring no larger than a 10'x10' tent for their set-up.
- Areas of exclusive access: VIP ticket holders are granted access to the OKCMOA's Roof Terrace for liquor and wine tastings (liquor and wine) as well as live entertainment.

Electricity: Tentative: Cory's AV will provide:

- Bistro lighting in front of the Museum's main entrance. They will be using the Museum's power.
- LED up-lighting for brewery vendors' 10 x 10 tents

Waste Management: Waste Management of Oklahoma will temporarily place two (2) 8-yard dumpsters for recyclables and solid waste trash for the event. At the end of the event, Waste Management of Oklahoma will remove the dumpsters.

- Dumpsters will be in place on Thursday, 10/6 and picked up on Monday, 10/10.

OKCMOA

Oklahoma City Museum of Art

ARTonTAP
Oklahoma City Museum of Art
Friday, October 7, 2022
Details Dated: 08/01/2022

- Barricades and traffic cones will be placed along the spaces to protect traffic.

Waste Receptacles: Trash cans will be placed between every few vendors, as well as stationed at every entry point into the block party space. Museum Staff will provide, place and manage trash throughout the area for patrons to use.

- Museum staff will keep the receptacles empty and managed, before, during and after the event.
- Museum staff will police the area throughout the event to prevent trash and debris from blowing or being left on the ground.

The Museum will employ the services of High Rise Building Services after the event to pressure wash/clean sidewalks and streets as needed to return them to original condition.

Restrooms: Attendees will be able to access the Museum's first floor restrooms via the Museum Lobby entrance. Museum security will be stationed at the Museum's admissions desk to direct guests.

tentative schedule of events

As of 07/22/2022

Monday, October 3, 2022

10 am – 5 pm

Marianne's Rentals Delivers Tables (stored in OKCMOA freight elevator)

Wednesday, October 5, 2022

8:30 am

Action Safety Delivers A-frames and Some Barricades; OKCMOA sets out items
OKCMOA empties ice chest and begins cooler set-up

Wednesday, October 5 - Friday, October 7, 2022

Beer Vendors Deliver Beer to be Iced Down as Needed; OKCMOA Fills Ice Chests for Beer Vendors

Thursday, October 6, 2022

TBA

Waste Management Delivers Dumpsters and Trash Cans to OKCMOA

TBA

Action Safety Delivers the Rest of the Type III Barricades

Friday, October 7, 2022

8:00 am

Setup Begins at OKCMOA
OKCMOA Sets Out Barricades

10:00 am - noon

Ice beers
Tentative: Cory's AV Begins Setup of Lighting
Volunteers Begin Placing Tables and Tablecloths
Volunteers Setup Beer Vendor Stations (signage, buckets, décor, etc.)

1:00 – 3:00 pm

1:30 – 3:30 pm

3:00 pm

4:00 pm

Volunteers Ice Beers
Beer & Catering Vendor Setup Begins
OKCMOA Closes
Setup Will Call
Pizza Delivery for Staff
Band Begins Setup

OKCMOA

Oklahoma City Museum of Art

ARTonTAP
Oklahoma City Museum of Art
Friday, October 7, 2022
Details Dated: 08/01/2022

6:00 – 7:00 pm	Volunteers Wheel Beer to Vendor Stations
6:30 pm	ALL STAFF BRIEFING at Chihuly Tower
	ALL Beer Vendors Setup
6:45-8:45 pm	Photographer Arrives
7:00-10:00 pm	ARTonTAP
	HOOK (band) Plays
9:45 pm	Last Call
10:00 pm	Strike*
	Vendor Load Out

Monday, October 10, 2022

9 am	Action Safety Picks Up All Equipment; Waste Management Picks Up Dumpsters
10 am – 5 pm	Marriane's Rentals Picks Up Tables from OKCMOA Loading Dock

street closures | traffic control plan

Street Closure: Our event will require full closure from the intersection of Latting Circle & Park Ave. to the intersection of Couch Dr. & N. Walker Ave. Due to the requested street closure, City Hall will be impacted. Action Safety will be delivering Type III Barricades on Thursday, 10/6. Museum staff will set up the barricades Friday morning, Oct. 7, and remove the barricades at the end of the event. Action Safety will pick up the barricades Saturday morning, 10/8. Museum staff will post A-frame (supplied by Action Safety) notices of the street closure Oct. 5-6.

OKCMOA will apply for a Work Zone Permit to block the parking spaces on the east side of Walker Ave. between Couch Dr. and Robert S. Kerr. from 10/6 - 10/8. Barricades will be added for visibility and safety.

Parking: Guests will be advised to utilize the Arts District Parking Garage and street parking along N. Walker Ave. and Couch Dr. (near Bicentennial Park).

vendor details

****No participating vendors will be accepting point-of-sales at our event.****

Catering: 84 Hospitality Group will be providing complimentary light bites.

Alcohol: For our fundraising event, breweries donate their products and service. Breweries are only permitted to serve identifiable event attendees (wearing a colored lanyard) and serve in the provided sample mug. Museum Visitor Services staff will oversee the event check-in station and Security will be checking IDs and stationed at various entry points into the event space. Multiple "No Alcohol Beyond This Point" will be stationed at all event entrances. ABLE Commission has been notified (contact: Greg Bynum) and the application was submitted 08/01/2022.

List of participating alcohol vendors (as of 08/01/22):

- Republic National Distributing Company (spirits and wine on OKCMOA Roof Terrace)
- Angry Scotsman Brewing*
- Anthem Brewing

- Broke Brewing Co.
- Cabin Boys Brewery
- Clubby Seltzers
- COOP Ale Works
- Frenzy Brewing
- Lively Beerworks
- Marshall Brewing Company
- NEFF Brewing
- OK Cider Co.
- Roughtail Brewing Company
- Skydance Brewing
- Stonecloud Brewing Company
- Twisted Spike Brewing Co.

safety/security plan

Police Support: The Museum intends to hire off-duty uniformed OCPD officers, if available, to support the Museum's security team. If OCPD officers are not available due to the current manpower shortage, it is our intent to hire at least two (2) and up to four (4) OCSO Deputies for the event. In addition, the Museum will have three (3) CLEET certified (staff) security guards present.

Volunteers/Staffing: This event will be heavily staffed by Museum employees and volunteers (friends of the Museum, spouses, etc.).

Weather Plan: A decision will be made no later than noon Thursday, Oct. 6 to move the event entirely indoors (Oklahoma City Museum of Art).

Museum Emergency Procedure: The following information is provided and reviewed with all Museum personnel and event volunteers.

IN CASE OF PUBLIC ACCIDENT ILLNESS OR FIRE CALL 911

1. Give Personnel the following information:
 - a. Be calm and identify yourself.
 - b. Location of emergency (be specific as to where on the grounds).
 - c. Any available details of accident, illness, or fire.

MEDICAL EMERGENCY

1. Call 911, ask for EMSA.
 - a. NOTE: *All VS and Security staff are Basic Life Saving, CPR and AED certified. First Aid kits will be on site in close proximity for response.*
2. Describe injury and exact location of injured person on the event site.
3. Designate a location for a staff member to meet EMSA and direct them into the site to the injured person.

FIRE

1. In case of a fire, we will call 911 immediately.

OKCMOA

Oklahoma City Museum of Art

ARTonTAP
Oklahoma City Museum of Art
Friday, October 7, 2022
Details Dated: 08/01/2022

2. Put out the fire with proper fire extinguishers if possible.
3. Evacuate area of all patrons to include the area downwind from the fire.
4. Designate personnel to meet the OCFD upon their arrival and direct them to the fire.

Once contact has been made with emergency personnel immediately call:
Steve Thompson, Chief of Safety and Security: 405-517-2962
Jack Madden, Director of Operations: 405-812-9877

Chief Steve Thompson and other security staff will be here to assist you.

PRESS POLICY

In order to supply the public with accurate information about an emergency, absolutely no employee or volunteer should discuss the emergency situation with members of the press! If media personnel continue to ask for information, be courteous and say: "I AM NOT IN A POSITION TO GIVE YOU ANY INFORMATION. A MEMBER OF THE OKCMOA STAFF IS CHECKING INTO THE SITUATION AND WILL BE WITH YOU AS SOON AS POSSIBLE."

1. Any media representative that calls for an interview with someone, please refer them to the Public Information Officer Becky Weintz. The person they ask for may not always be the most appropriate person for the interview.

LOST PEOPLE

1. LOST PERSONS REPORT TO ONE OF THE FOLLOWING LOCATIONS:
 - a. Post 1 – Post 1 will broadcast via radio to staff the description of the lost.

INCLEMENT WEATHER

1. OKCMOA ARTonTAP will be held directly in front of our 100,000 square foot building and is available in the case of immediate inclement weather.
2. In case of heavy sudden storms all patrons can enter the museum until the storm has passed.
3. In case of a tornado the facility has a full basement that extends throughout the block long building and it will be utilized to keep patrons safe.

insurance requirements

Please see attached Certificate of Liability Insurance.

Exhibit B
Certificate of Insurance
(Attached)



OKLACIT-04

TMILLER2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2022

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
Frates Irwin Risk Management Solutions
103 Dean A McGee Avenue STE 700
Oklahoma City, OK 73102

CONTACT NAME: Tasha Miller

PHONE (A/C, No, Ext): (405) 290-5705

FAX (A/C, No):

E-MAIL ADDRESS: TMiller@fratesirwin.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURED

Oklahoma City Museum of Art, Inc
415 Couch Drive
Oklahoma City, OK 73102

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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	X		36072716	2/15/2022	2/15/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: ARTonTAP Event Date: Friday, October 7, 2022
Fine Art Museum / Museum Cafe / Gift Shop

The City of Oklahoma City is included as an additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City
200 North 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

ACORD 25 (2016/03)

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Exhibit C
ACKNOWLEDGEMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of The Oklahoma City Museum of Art (Permittee) and have agreed to take part in the "Art on TAP" (Event), to be held in Carolyn Hill Park and City Hall Park, in Oklahoma City. I also acknowledge that I am not employed or contracted by Permittee or The City of Oklahoma City (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 Acknowledgement and General Release (Release), I affirm that neither Permittee 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 Permittee, 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 _____, 202__.

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: _____

Print Name: _____ Signature: _____

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

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

I acknowledge that I and/or my child(ren) are volunteers of the Oklahoma City Museum of Art (Permittee) and have agreed to take part in the "Art on TAP" (Event), to be held in Carolyn Hill Park and City Hall Park, in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Permittee or The City of Oklahoma City (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 Acknowledgement 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 _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

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