

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 1/18/2022

Contract/Agreement Vendor: Branson On Stage Live - Greg Hoffman

Name of Vendor & Contact Person

greg@bransononstagelive.com

Vendor Email Address

Standard trip contract for show choir

*Describe Contract (Technology, program, consultant-prof Development, etc.)*

*Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.*

Show Choir trip/performance - Show Choir - C

Reason/Audience to benefit

February 7, 2022

BOE Date

\$ 100.00

Amount of agreement

Person Submitting Contract/Agreement for Review: JoAnn Barker

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Stacy Replogle *Stacy Replogle*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: No

Leadership Team Member: Dr. Dale *Dr. Dale* *Jan L. Duan*

Funding Source: 833  
 Fund/Project

66-833-2199 - 680-900-1170-520  
 OCAS Coding

See Attached

Consent

Action

Summary

*This area must be complete with full explanation of contract*

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



Mr. Greg Hoffman  
Branson On Stage Live  
Post Office Box 6609  
Branson, Missouri, 65616

LETTER AGREEMENT

Re: Trip Forms  
Ernest Childers Middle School  
4/28/2022 - 4/29/2022

Dear Mr. Hoffman:

I am in receipt of the forms required by your Travel Agents and Tour Operators Professional Liability Insurer. **I have checked the appropriate box below to indicate our actions with respect to same.**

\_\_\_\_\_ A copy of all three forms duly completed and executed for each person traveling with the group is enclosed herewith.

\_\_\_\_\_ We are required by our Administration to use our forms for school sponsored trips. After reviewing your forms (with the exception of the Release), the Medical Information Form and the Rules of Conduct contain essentially the same information as do our forms. As such, we are going to utilize our Medical Information and Rules of Conduct forms for persons traveling on this tour.

We have been advised and do hereby agree to collect a completed and duly executed Medical Information form and Rules of Conduct form for each person traveling with the group. We also understand and agree that, in the event that we choose not to forward copies of said documents to you, we must/will maintain these records for at least five (5) years. In the event that we fail to do so, we agree to indemnify and hold harmless Branson On Stage Live for any damages or losses sustained as a result of our failure to do so.

*With respect to the Release forms, we are forwarding a duly executed copy of the appropriate form for each person traveling with our group.*

\_\_\_\_\_ We are unable to comply with your request for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
JoAnn Barker:

Ernest Childers Middle School

Duly Authorized Representative  
Enclosures





Tuesday, January 18, 2022

JoAnn Barker:

Ernest Childers Middle School

301 E. Tuscon St.

Broken Arrow, OK 74011

**Tour Name** Ernest Childers Middle School

**Re: Enclosed Forms:** Medical Information Form  
Rules of Conduct Form  
Release Form (must be signed in presence of a notary public)

Greetings JoAnn Barker:

In an effort to minimize exposure to risk, our insurance carrier has advised that each of the above-referenced forms be completed for every person traveling with your group. We have found that the easiest way to accomplish this is to include this in a meeting agenda, i.e., have a notary public present and have each person complete and execute the forms in the presence of a notary public.

Please know that we are quite cognizant of the fact that this is time consuming, as we are required to review and archive each and every form for each and every group. However, in the litigious world in which we live, we cannot operate (nor would you want us to do so) without liability insurance. In fact, we hope that you consider the insurance coverage an added benefit to your doing business with us.

We recognize that you may already have risk management forms similar in content to that of the Medical Release Form and the Rules of Conduct Form. So, in an effort to simplify this process somewhat, you may use those forms. Simply add our Release Form to your forms for execution.

Additionally, your school may require that you keep your forms on file at the school. This is fine. You need only check the appropriate box on the attached form which indicates that you will archive the forms for the appropriate period of time and return only the Release Forms.

Finally, if for some reason you are unable to comply with any of the foregoing options, please so indicate on the attached form, sign it and return it to the undersigned.

Regardless of which option you choose, please complete the attached form and return it to the undersigned.

Should you have any questions, please do not hesitate to contact us. We very much appreciate the opportunity to be of service to you and will work hard to see that this is a memorable experience for your students. Thank you in advance for your cooperation and understanding.

Sincerely,

Greg Hoffman

NR/eng

Enclosures



January 18, 2022

Branson On Stage Live! is pleased to host your tour. Hereinbelow follows an outline of the terms and conditions of the tour. Please sign the original and return along with your deposit.

GROUP NAME: Ernest Childers Middle School - Number: 9287  
Tour Starts: April 28, 2022 Tour Ends: April 29, 2022 2 Days One (1) Night  
Destination: Branson, MO

Tour Includes:

**One night accommodation in Branson at the Grand Oaks Hotel**

One buffet breakfast

**Branson On Stage Live! Performance package Show Choir**

(Pre-show performance and show!) (*The Haygoods Show*)

(Performance workshop)

(Performance Coordinator)

(Branson On Stage Live! T-Shirt) (*Performers and Directors only*)

(BOSL "After Show Glow" pizza party)

(Trophy for each group)

**Silver Dollar City Theme Park (*Lunch Meal Voucher Provided*)**

Security Guard at the hotel

\$5000.00 medical accident insurance

Tour Escort

All Taxes

Price per person: \$229.00 Quad/ \$237.00 Triple/ \$253.00 Double/ \$301.00 Single  
Parent/ Chaperone Rate: \$209.00 Quad/ \$217.00 Triple/ \$233.00 Double/ \$281.00 Single

Application Fee .....\$100.00  
One Director.....\$No Charge  
Driver's Rate .....\$70.00 Per Driver

Rates are based on a minimum of 20 paid guests

**PAYMENT SCHEDULE:**

- Contract is due upon receiving
- A \$4000.00 deposit is due 2/2/2022
- Rooming list is due 3/14/2022
- Performance Information Form is due 3/29/2022
- Final payment is due 3/29/2022
- Cancellation deadline is 2/27/2022

**RESPONSIBILITIES:** Branson On Stage Live! and its agents act solely as agents for the owners or contractors providing services and/or means of transportation (whether by motor coach, car, plane or ship) and as such they shall not be held liable for any injuries, personal injury, damage, loss, accident, delay, disappointment or frustration, whether physical or mental in form, or irregularity which may be occasioned either by default of any hotel, restaurant, company or person rendering any of the services included in the tour, or by act of God.

If the performance by either party of any nonmonetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including without limitation acts of God, war, civil disturbances, accidents, damage to facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it shall



be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability of any kind. The above shall not be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

This Agreement is made in and shall be governed by the laws of the State of Missouri, and any legal action relating to or arising out of this Agreement shall be commenced and maintained exclusively in the District Court in and for Taney County, Missouri (or if the District Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county having subject matter jurisdiction). The parties consent to the jurisdiction of such court and to the service of process outside the State of Missouri pursuant to the requirements of such court in any matter so to be submitted to it and waive all rights to a trial by jury. In the event a dispute arises regarding this Agreement, the parties agree to submit the matter to mediation in Taney County, Missouri, prior to the commencement of any litigation.

Branson On Stage Live! reserves the right to withdraw the tours, or any part of them, and to make alterations in the program as it deems necessary or desirable. The prices quoted are based on tariffs. In case of variations in these, Branson On Stage Live! will adjust prices as necessary.

**CANCELLATIONS:** Groups may cancel up to 60 days prior to departure and receive a full refund less and except a deduction for any charges made by hotels, attractions, airlines, bus companies or other providers which are not deductible. Should your tour cancel within the 60 days of arrival to Branson , Branson On Stage Live reserves the right to recover a fee for administrative costs for developing, reserving and canceling your tour to Branson no greater than 5% of the total cost of your tour.

**FINAL PAYMENT:** Payment is due 30 days prior to arrival date stated under payment schedule contained within this agreement. Adjustments to final count can be made up too two weeks before arrival date.

Failure to remit payments timely will result in the inability of Branson On Stage Live! to timely make deposits and payments associated with the booking of this tour. Accordingly, Branson On Stage Live!, is not liable for any inability to procure, reserve or maintain reservations for the services and/or venues which make up this tour, when said inability is related to the failure of the group to make the payments as scheduled hereinabove.

**ROOMING LIST:** A rooming list is required 45 days prior to arrival date contained in this agreement.

**ADDITIONAL TICKET REQUEST:** Additional ticket requests by non packaged travelers must be accompanied by our form listing the ticket holders names, event and ticket type (Adult, Child -age). Form is available from Branson On Stage Live upon request.

Neither this Agreement nor any right or obligation contained in this Agreement may be assigned by you. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supercedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No modification of this Agreement shall be effective unless in writing and signed by the parties. If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please indicate your acceptance by executing this Agreement in the space provided hereinbelow and returning this Agreement to us, together with your deposit for the tour package, on or before the above deposit due date.

**WE HAVE READ THE TERMS AND CONDITIONS OF THE CONTRACT AND UNDERSTAND THE CANCELLATION POLICY.**

Ernest Childers Middle School  
JoAnn Barker  
301 E. Tuscon St.  
Broken Arrow, OK 74011  
918-259-4350  
Fax 918 259 4334

Ernest Childers Middle School

Date:

Branson On Stage Live!

Date :



Tuesday, January 18, 2022

Ernest Childers Middle School  
301 E. Tuscon St.  
Broken Arrow, OK 74011

Re: Branson Musical Showcase 2022

Dear JoAnn Barker:

We at Branson On Stage Live would like to take this opportunity to thank you for choosing us to showcase your students in Branson, the **Live Entertainment Capitol of the World!** In an effort to simplify matters for you, we have enclosed a file which contains the following items:

1. Original Contracts for your Branson Tour 2022;
2. Rooming List Form;
3. Performance Information Form;
4. Trip Itinerary; and
5. Schedule of Deposits, Payments & Form Deadlines

Please verify the terms of the enclosed contract. If the terms thereof comply with your discussion with Greg Hoffman, **please execute and return one original of the contract.** Please file the remaining contents for your easy reference.

With respect to the **rooming list** which is included in the enclosed file, it will need to be completed and forwarded to our office by your due date stated on your contract. While we realize that adjustments may need to be made to the rooming list subsequent to your arrival, it is imperative that we receive your original rooming list so we can provide you with a final invoice. This will also enable the hotel to commence the grouping of your rooms far enough in advanced so as to secure a block of rooms as close together as possible.

In regards to the **performance information form** which is included in the enclosed file, it will need to be completed and forwarded to our office with your contract or first deposit. This will enable us to communicate to your performance theatre in advance to assure all performing details are in place for your arrival.

Finally, enclosed for your convenience is a listing of the various deadlines relative to your 2022 tour. Please calendar the same.

With every good wish for an unforgettable showcase with Branson On Stage Live!, **"Where your Students become the STARS!"**

Sincerely yours,

Greg Hoffman





School Name: <b>Ernest Childers Middle School</b>			
Director's Name: <b>JoAnn Barker</b>			
Group Name:			
Date & Time of Arrival:		Date & Time of Departure:	
Number of Students:		# Quads:	
Number of Chaperones & Directors		# Triples:	
Total Number of Persons:		# Doubles:	
		# Singles:	
		Other:	
		Bus Driver(s):	
		Total Number of Rooms:	
Breakfast:	Date:	Time:	Total Pax:
Day One:			
Day Two:			
Day Three:			
Day Four:			
Total # of Buses:		Bus Company Name:	
Number of Drivers:	Bus Company To Pay Upon Arrival: yes / no	Bus Driver Paid Room Pre-Paid by School/BOSL: yes / no	
Rooms Needed:			
Single(s):			
Double(s):			
<b>ADDITIONAL SERVICES REQUESTED:</b>  Please have the telephone and cable TV in all student rooms turned off.			



## Ernest Childers Middle School

### Payment Schedule

Please calendar the following deadlines:

1. Signed Contract returned to Branson On Stage Live. Upon Receiving Contract
2. Deposit of **\$4,000.00** forwarded to BOSL. No Later Than: **2/2/2022**
3. Deposit of **\$0.00** forwarded to BOSL. No Later Than:
4. Rooming List forwarded to BOSL. No Later Than: **3/14/2022**
5. Performance Information Form forwarded to BOSL. No Later Than: **3/29/2022**
6. Final Payment forwarded to BOSL. No Later Than: **3/29/2022**