



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 2.5.2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit:

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

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

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

☒ **Consent**
☐ **Action**

Accept and approve the NEW master agreement between BAPS and Twisted Sugar who will provide fundraising opportunities for and BAPS site during the 2024-2025 school year. There is no cost to the District. J. Brown

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.



Fundraiser Agreement

This Fundraiser Agreement is made and entered into as of 2/5/2024, by and between Twisted Sugar Broken Arrow, a [legal structure of Twisted Sugar Broken Arrow, e.g., LLC, corporation] (hereinafter referred to as "Twisted Sugar"), and Broken Arrow Public Schools, (hereinafter referred to as BAPS).

Recitals

WHEREAS, Twisted Sugar desires to support BAPS by conducting a fundraiser to benefit the schools within the Broken Arrow Public Schools system; and

WHEREAS, BAPS is interested in participating in the fundraiser to raise funds for the benefit of its schools;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Fundraiser Event

Twisted Sugar will host fundraising events for any Broken Arrow Public School on the communicated and agreed upon date. During the Event Dates, Twisted Sugar agrees to donate 15% of revenue from sales to customers who reference Broken Arrow Public Schools (the individual school) at the time of purchase.

2. Promotion and Marketing

a. BAPS agrees to promote the Fundraiser to its community, including students, parents, staff, and local community members, through its communication channels, such as newsletters, email blasts, social media platforms, and any other means deemed appropriate.

b. Twisted Sugar agrees to provide promotional materials to BAPS for the purpose of advertising the Fundraiser and will also promote the Fundraiser through its marketing channels.

3. Donation Procedure

a. Twisted Sugar agrees to tally the total revenue generated from the Fundraiser on the Event Dates and calculate 15% of such revenue to be donated to BAPS.

b. The donation will be made to BAPS within 30 days following each Event Date. Twisted Sugar will provide a written report to BAPS detailing the total revenue generated and the donation amount.

4. Term and Termination

This Agreement shall commence on the date first above written and shall remain in full force and effect until the completion of the Fundraiser events, unless terminated earlier by either party with 30 days written notice.

5. Liability

Twisted Sugar shall not be liable for any injuries, damages, or losses that may occur to any person or property at the Fundraiser events, except to the extent caused by the gross negligence or intentional misconduct of Twisted Sugar or its employees.

6. Miscellaneous

a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State in which Twisted Sugar operates, without giving effect to any choice or conflict of law provision or rule.

b. Amendment: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

c. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein, superseding all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Twisted Sugar Broken Arrow

Signature:

A handwritten signature in black ink, appearing to read "Ann Erath", with a stylized flourish at the end.

Name: Aaron Evett

Title: Owner

Date: 2/5/2024

Broken Arrow Public Schools

Signature: _____

Name:

Title:

Date: