

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: September 14, 2021

Contract/Agreement Vendor: The Arrow Group

no
Vendor #?

Name of Vendor: Terry D. Cupp Phone Number: 918-258-6681
 Contact Person: Terry D. Cupp Phone Number: 918-258-6681
 Address: 2720 N. Hemlock Court Ste. A
 City: Broken Arrow State: OK Zip: 74012
 Email address: terry@arrow-group.com
 Date of services: Aug. 1, 2021 - July 31, 2024

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :
 W9 _____
 And _____
 Vendor Registration _____

Person Submitting Contract/Agreement for Review: Adam J. Foreman ESC
Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement


Audience/Group to benefit from Contract/Agreement: BA Schools Gen. Fund- One Club

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: _____
Signature

Does this Contract/Agreement utilize technology? No Yes
 Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Ben Stout, Chief Technology Officer

Leadership Team Member: 
Signature

Funding Source: _____
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
 2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. The appropriate Leadership Team Member will review and submit to the Contract Committee
 7. Keep copy for your records

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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Dr. Janet Vinson
Lori Kerns

From: Adam J. Foreman

Date: October 11, 2021

Re: The Arrow Group – One Club Sponsorship Contract

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and The Arrow Group to provide sponsorship for the One Club program for a period of three years, with each agreement year being renewed annually. Total amount of agreement will be \$9,000 per agreement year, payable on each anniversary date thereafter. There is no cost to the district. A. Foreman

ENCLOSURE

NEW Agreement

SUMMARY

\$9,000 payable each year for three years as part of the One Club sponsorship program.

FUNDING

General Fund

RECOMMENDATION

Approve

ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of September, 2021, between the **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA** a/k/a Broken Arrow Public Schools (the "District") and **THE ARROW GROUP** (the "Advertiser").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Grant of Advertising Rights.** The District hereby grants to the Advertiser those advertising rights and privileges including the right to advertise on the specific video displays, scoreboards and electronic message centers (collectively the "Equipment") located at or within the specific sites or facilities (collectively the "Facilities") described on Attachment "A" attached hereto and incorporated herein. The Equipment provided by the District shall be operated and Advertiser's advertisements shown as provided in the advertising specifications and in accordance with the terms and conditions set forth in Attachment "A". The advertising rights shall apply to all District sponsored athletic events and performances held at any of the Facilities and during such other events as may be determined by the District from time to time in the District's sole discretion.

2. **Term.** This Agreement and the grant of advertising rights shall extend for a term of three (3) years beginning August 1, 2021, (the "Commencement Date") and ending on the third anniversary of the Commencement Date (the "Term"). Each 12-month period during the Term commencing on the Commencement Date and each anniversary date thereof shall be referred to as an "Agreement Year".

3. **Advertising Fees.** In consideration for the advertising rights, and other sponsorship recognition set forth on Attachment "A", Advertiser shall pay the sum of **Nine Thousand** Dollars (\$9,000) per Agreement Year, payable, in advance, on the Commencement Date and on each anniversary date thereafter during the Term of this Agreement (the "Advertising Fees").

4. **Installation and Maintenance.** The District will bear the responsibility and expense for the fabrication of the initial advertising panel or panels as described on Attachment "A" and for the maintenance and operation of the Equipment. The Advertiser shall be responsible, at its sole cost and expense, for maintenance and replacement of the advertising panels and for the creation and maintenance of digital advertisements including video and radio commercials. The Advertiser's advertising panels will be prepared from art work, plans and specifications provided by the Advertiser, in camera-ready or proper electronic format and approved by the District. The District shall bear the responsibility and expense for programming initial animated messages and/or message center content for the Equipment described on Attachment "A" and/or for converting into format displayable on the Equipment the initial video content described on Attachment "A", if any. The Advertiser shall cooperate with the District in connection with the fabrication, programming or conversion of advertising content and shall pay any expenses incurred as a result of changes to such content made or requested by the

Advertiser. The initial cost of fabrication, programming or conversion shall be borne by the District. All costs associated with changes to advertising content shall be borne by the Advertiser.

5. **Advertising Content.** The District may reject, in whole or in part, any art work or advertising copy which the District, in its sole discretion, determines to be in violation of District policy, objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with existing marketing programs or contracts.

6. **Intellectual Property.** The Advertiser represents and warrants to the District that all marks, logos and advertising copy provided to the District for display on the Equipment or at the District's Facilities is owned by the Advertiser or that the Advertiser has the authority to make use of such property in the manner contemplated by this Agreement. Advertiser agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising from any claim for copyright or trademark infringement or violation of other intellectual property rights.

7. **Assignment.** This Agreement may not be assigned by the Advertiser, in whole or in part, without the prior written consent of the District.

8. **Casualty Loss.** If the Equipment is damaged or destroyed, in whole or in part, the District may either replace or repair the Equipment in a timely manner or terminate this Agreement. The District agrees to provide the Advertiser with written notice of its election no later than thirty (30) days after the date of the casualty loss. If as a result of such casualty loss, the Equipment is not used for scheduled events, the District agrees to provide the Advertiser with an extension of this Agreement for a period of time equal to the time that the Equipment was not in use. Payment of all Advertising Fees due during the Term of this Agreement shall continue unabated unless the Agreement is terminated by the District. If the Agreement is terminated as a result of such casualty loss, no further Advertising Fees shall be due and neither party shall have any further obligation to the other. Fees paid during the year of termination will be prorated.

9. **Limitation of Liability.** The entire liability of the District to the Advertiser, whether arising in contract or in tort, will not exceed the total Advertising Fee paid to the District during the Agreement Year immediately prior to the event giving rise to the claim. In no event will the District be liable to the Advertiser for incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings.

10. **Warranties.** Advertiser acknowledges that District will use the Equipment as a teaching tool and that the District's students will be responsible, in whole or in part, for custom programming and/or conversion of Advertiser's video content into formats displayable upon the Equipment and for operating the Equipment during events. Advertiser hereby acknowledges that the District has made no warranty, expressed or implied, concerning the Equipment, the advertising rights granted under this Agreement or the operation of the Equipment including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Advertiser hereby releases the District from any claims or causes of action, liabilities or damages to the extent directly or indirectly resulting from the negligence or fault of the District or the

District's agents, employees or students with respect to the operation of the Equipment or the performance of any services hereunder.

11. **Termination.** The District may terminate this Agreement by written notice to the Advertiser if the Advertiser fails to pay Advertising Fees within ten (10) days after notice of non-payment or for other material breach by the Advertiser of any other term or condition contained herein.

12. **Miscellaneous:**

(a) **Violation of Laws, Rules or Regulations.** The parties agree that if any part or provision of this Agreement is held to be invalid, illegal, void or in any other manner unenforceable or to be in conflict with any applicable law or regulation, the validity of the remaining portions or provisions of this Agreement shall not be affected and such part or provision shall be construed and enforced in the manner designed to effectuate the intent of the parties to the maximum extent permitted by law.

(b) **Choice of Laws.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior communications, representations or understandings. This Agreement cannot be modified or otherwise amended except by written instrument signed by both parties.

(d) **Attorneys' Fees.** In any action for breach or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover, against the non-prevailing party, a reasonable attorneys' fee and all costs of the action.

Dated this 14th day of September, 2021.

**INDEPENDENT SCHOOL DISTRICT NO. 3
TULSA COUNTY, OKLAHOMA, a/k/a
Broken Arrow Public Schools**

By: _____
President, Board of Education

“DISTRICT”

By: Ray D. Cyprien

Name: The Arrow Group

Title: President

“ADVERTISER”

ATTACHMENT "A"

Nine thousand (9,000) dollars per Agreement Year, for three (3) years

Eight thousand (8,000) dollar Athletics Sponsorship per Agreement Year

- Rotating logo placement on the bottom of the video board during home football games
- Dinner for two (2) at the Varsity Club before each home football game
- Live read mention of "The Arrow Group Tiger Spotlight" or similar promotion on all football pregame show broadcasts
- Live read name mentions during football game broadcasts

One thousand (1,000) dollar Broken Arrow Performing Arts Center per Agreement Year

- This portion will be designated to the Broken Arrow Performing Arts Center itself for student programming and additional curricular opportunities for fine arts students in Broken Arrow Public Schools.