

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 08/28/2024

Contract/Agreement Vendor:

Party Pro Rents / Dana Barnes

Name of Vendor & Contact Person

dana@partyprorents.com

Vendor Email Address

Vendor will provide set up and take down of pipe and drape for Homecoming dance.

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.

BAHS Students

Reason/Audience to benefit

09/09/2024

BOE Date

\$ 2,960.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Carolyn Harger

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Christian Welborn

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source: 62-934

Fund/Project

934-2199-337-900-0000-000-720

OCAS Coding

☐ Consent

☐ Action

Party Pro Rents will deliver, install, and take down pipe and drape decorations for the Homecoming Dance on September 28, 2024.

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.

MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: September 9, 2024

Re: Party Pro Rents

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the agreement between Party Pro Rents and Broken Arrow Public Schools to provide services and rentals for Homecoming dance at a rate of \$2960. C. Welborn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Party Pro Rents will provide services and decoration rentals for Homecoming dance on September 28th 2024 .

FUNDING

Activity Funds

RECOMMENDATION

Approve



6511 E 44th Street
Tulsa, OK 74145
www.partyprorents.com
918-622-8102 Phone

Status: Quote

Quote #: q36567

Event Beg: Thu 10/ 3/2024 7:00PM

Event End: Thu 10/ 3/2024 9:30PM

Operator: Dana Barnes

Terms: On Account

Customer #: 13412

Broken Arrow Public Schools

Phone 918-259-5720

701 S Main

Broken Arrow, OK 74012

Job Descr: Homecoming Dance Pipe and Drape

Thank you for selecting Party Pro Rents!

Ordered By: Christian Welborn 918-850-4914

Sales Rep: Dana Barnes dana@partyprorents.com

Delivery Wed 10/ 2/2024 8:00AM - 12:00PM**Pickup Thu 10/ 3/2024 9:30PM**

Christian Welborn 918-850-4914

Broken Arrow High School

1901 E Albany Street

Broken Arrow, OK 74012

Christian Welborn 918-850-4914

Broken Arrow High School

1901 E Albany Street

Broken Arrow, OK 74012

DELIVERY AND INSTALL IN THE AUX GYM

Main gym on the west end of the main building.

Pipe and Drape is installed around the perimeter of the gym floor like we set for Sadie Hawkins Dance earlier this year in February

Qty	Key	Items	Each	Status	Event End Date	Price
2	1009755	Laundry Cart Green Large	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
80	B102	Upright 8' Slip Fit Pipe	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
					Discount / Disc%	\$0.00 /
70	B506	Base 14"x16" Slip Fit W/Pin	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
40	White 16'Tx120"	Drape 16'T x 120"W White Premier	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
80	draperodstelesco	Drape Rod 10-8-6 Adjustable	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
					Discount / Disc%	\$0.00 /
500	1009009	Linear Feet of 8' Tall Pipe and Drape	\$3.50	Rental	Thu 10/ 3/2024	\$1,750.00
		If linear feet is under 50', customer is responsible to set up and breakdown. Arrangements can be made for set-up by Party Pro Rents for linear feet over 50' as long as a contact is onsite at time of delivery.				
80	1009458	Drape 8'T x 72"W White Premier	\$0.00	Rental	Thu 10/ 3/2024	\$0.00
					Discount / Disc%	\$0.00 /
1	Pipe and Drape L	Pipe and Drape Labor	\$850.00	Labor	Thu 10/ 3/2024	\$850.00
		Begin at: Thu 10/ 3/2024 9:30:00PM				
1	174012	Del/Pickup Broken Arrow, OK	\$150.00	Delivery	Thu 10/ 3/2024	\$150.00

Rental products quoted are not reserved. A 50% deposit or payment-in-full is required.

Quote

This quote is valid for 10 - business days from the date on the bottom of this Quote. This Quote is NOT A RESERVATION. A quote does not guarantee product availability for your event. Rentals are on a first come, first served basis. A non-refundable 50% deposit is required to secure rentals and to change the status from a Quote to a Reservation. A Reservation does secure your event rentals.

Rental:	\$1,750.00
Damage Waiver:	\$210.00
Sales:	\$850.00
Delivery Charge:	\$150.00
Subtotal:	\$2,960.00
Total:	\$2,960.00
Paid:	\$0.00
Amount Due:	\$2,960.00

TERMS AND CONDITIONS

For the purpose of the Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to hold harmless rental center from and against any and all liability, claims, judgement, attorneys' fees and cost, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of rental center.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risk of injury or damage. Customer agrees to release and discharge rental center from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and customer further agrees to wave, release and discharge any and all claims for injury or damage against rental center which customer otherwise may be entitled to assert.
3. **TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms and agreements. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.
4. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customers responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects.
5. **REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.
6. **WARRANTIES.** Rental Center is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties or fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
7. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from actions, negligent or otherwise, of Customer, Customer's employees and agents of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
8. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligation under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon writing. WE CHARGE FOR ALL TIME OUT - NOT TIME USED.
9. **ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** he Rental Center may assign its right under this contract without the Customer's consent but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the Rental Center's written permission. Any purported assignment by the Customer is void.
10. **RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer. Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.
11. **INSPECTION BY RENTAL CENTER.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it or removing it from Customer's premise.
12. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purposes or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its subcontractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety required, to operate the rental items or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation: modify, misuse, harm, or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customers acknowledges that Rental Center has no responsibility to inspect the rental items while they are in Customer's possession.
13. **DELIVERY/PICK UP.** Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one-day rental. A knock down fee will result if rental items are still up

14. **CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.
15. **LINENS.** Table linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.
16. **DIRTY, OR DAMAGED ITEMS.** Customer agrees to pay any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged good. Rental Equipment damaged beyond repair will be paid for by customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.
17. **DAMAGE WAIVER.** If accepted by Customer, Rental Center agrees, in consideration of an additional charge of 12% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 (Dirty or Damaged Equipment) For Damage Waiver Charge provided the Customer takes responsible precautions to protect rental items. The Rental Center assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Center reserves the right to collect from person or company causing damage. **THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN.** The Customer may decline Damage Waiver charge by making a cash deposit equal to full value of rental items.
18. **THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearances. Damage waiver does not cover theft.
19. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for Rental Company to retake the rental items, Customer authorizes rental center to retake rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of rental items.
20. **LEGAL FEES.** In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such actions, or proceeding, in an amount to be determined by the court.
21. **WEATHER RELATED RISKS.** Customer assumes all weather-related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.
22. **PREPARATION OF SITE.** Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all cost involved for any delay, additional rental, and all costs including collection and legal expense.
23. **MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.
24. **COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
25. **ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for installation and operation of the rental items.
26. **UNDERGROUND FACILITIES.** Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Rental Center's work crew. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.
27. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performances by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provisions shall not affect any other provision.
28. **TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.
29. **COLLECTION COSTS.** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

Party Pro Rents

Phone: 918-622-8102

6511 E. 44st St. Tulsa, OK 74145

CREDIT CARD AUTHORIZATION

Customer Business Name: _____ Customer#: _____

Billing Address (Where credit card statements are sent)

Daytime Phone#: _____ Cellular Phone#: _____

Type of Credit Card: ☐ Mastercard ☐ Visa ☐ American Express ☐ Discover

Credit Card #: _____

Expiration Date: _____ Security Code: _____

Cardholder Signature: _____ Date: _____

Print Cardholder Name: _____

This authorization is to be used for processing payment of all purchases until written notice to suspend authorization is submitted by customer.

I accept and agree to the responsibility for all rental items released to me until returned to Party Pro Rents in the condition items were received and according to the date specified on the Order Confirmation. I understand during the course of rental items can be lost, damaged or misplaced. I authorize Party Pro Rents to apply charges to the above specified credit card for any lost, damaged or misplaced items not returned by the due date if no other arrangements have been made for payment. Rental charges will not be applied toward the sale amount for damaged and lost items. If using a debit card or cash to pay for rental items a deposit equal to 50% or more of the rental will be charged at time of rental check out unless an authorized credit card is on file. Deposit can be refunded within 7-business days after return of inspected product.