Contract Committee Review Request MUST BE COMPLETED IN FULL

Summary

Date: 01/24/2024 Performance Stage Inc / Chuck Parrish Contract/Agreement Vendor: Name of Vendor & Contact Person chuck@performancestage.com Vendor Email Address Confetti and streamers celebration for graduation ceremony 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. New Agreement / Graduating Seniors Reason/Audience to benefit \$4,109.70 February 12, 2024 Amount of agreement **BOE** Date Person Submitting Contract/Agreement for Review: Carolyn Harger PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK Principal <u>&/or</u> Director or Administrator: <u>Christian</u> Welborn Does this Contract/Agreement utilize technology? YES/NO If yes, Technology Admin: Cabinet Team Member: Funding Source: 62-926 926-2199-337-900-0000-000-720 **OCAS Coding** Fund/Project Performance Stage Inc will provide confetti and streamer celebration for the graduation ceremony. Consent Action

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.

This area must be complete with full explanation of contract



MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: February 12, 2024

Re: Performance Stage Inc

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the agreement between Performance Stage Inc and Broken Arrow Public Schools to serve as celebration for graduation ceremony at a rate of \$4109.70. C. Welborn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Performance Stage Inc will provide confetti and streamers for graduation ceremony in May 2024.

FUNDING

Activity Funds

RECOMMENDATION

Approve



CLIENT:

Broken Arrow High School

ADDRESS:

1901 East Albany Broken arrow OK 74012

PHONE:

EMAIL:

QUOTE NUM:

CUST REF: PMT TERMS:

30 days from invoice date

Performance Stage Inc. 5946 E. 12th St. Tulsa OK 74112

Project Manager: Chuck Parrish Office Number: 918-832-8800

chuck@performancestage.com

2024 Broken Arrow HS Graduation at BA Stadium, Confetti Cannons with Confetti & Streamers on Tuesday, May 14th, 2024.

Rental

05/13/2024@09:00AM to 05/16/2024@03:00PM

Use

05/14/2024@06:00PM to 05/14/2024@09:00PM

Prep

05/13/2024@09:00AM to 05/13/2024@09:00AM

Takedown

05/14/2024@09:00PM to 05/14/2024@09:00PM

Load Deliver

Setup

05/14/2024@09:00AM to 05/14/2024@09:00AM 05/14/2024@11:00AM to 05/14/2024@11:00AM

Collect Unload 05/14/2024@10:00PM to 05/14/2024@10:00PM 05/15/2024@09:00AM to 05/15/2024@09:00AM

Delivery

Venue:

Broken Arrow High School

Delivery

Address:

1901 East Albany Street Broken Arrow OK 74012

Delivery Instructions:

PSI to Deliver cannons to BAHS Football Field and set them up, Time TBD. Return before 6pm to prepare to set

them off at the appointed time, then strike the cannons after graduation and return to shop.

SERVICE

DESCRIPTION

TOTAL

Confetti Cannons for Graduation 2024

\$1,846.00

- (14) Confetti Cannon
- (14) Confetti Cannon Barrel 3"
 - (14) 3" Back Pressure Cap
 - (14) 3" Lifting Cup
- (11) Yellow Tissue Confetti Per Pound
- (11) Black Tissue Confetti Per Pound
- (7) Yellow Tissue Streamers
- (7) Black Tissue Streamers



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SERVICE	DESCRIPTION	TOTAL
	(14) 3" Back Pressure Cap	
	(14) 3" Lifting Cup	
	(1) Confetti Cannon Relay Switch	
	(2) Piano Dollys w/board & lead rope to pull it	
	(2) Crescent Wrench	
Power Edison		\$317.00
	(1) Edison Cable - 175'	
	(4) Edison Cable - 50'	
	(1) Edison Cable - 75'	
	(14) Edison Cable, Triple - 25'	
	(8) Edison Cable, Triple - 50'	
	(10) Edison Cable, Triple - 100'	
Power Generators		\$100.00
	(1) Generator - Honda EU2000	
General Cable Ramps		\$75.00
	(15) Cable Ramp - 5 Ch 36"	
Labor		\$1,452.00
	(3) General Stagehand	
	(Setup Cannons)	
	(1) Lead Stage Tech	
	(Operate/Set off Cannons)	



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Performance Stage Inc. 5946 E. 12th St. Tulsa OK 74112

Project Manager: Chuck Parrish
Office Number: 918-832-8800

SERVICE	DESCRIPTION	TOTAL
	(2) General Stagehand (Strike Cannons)	
Deliver/Pickup		\$200.00
	(2) Delivery/Pickup - Small Box Van (Deliver and Pickup Gear)	
Clean Up of Confetti Paper		\$0.00

(1) Confetti Paper Clean Up

(Performance Stage will not be responsible for the "Clean Up" of any confetti and streamers or where it may finally land depending on the wind at the time they are set off. This burden will solely lie with Broken Arrow High School.)

SUBTOTAL

\$3,990.00

REPLACEMENT VALUE

\$12,775.00

TAX

\$0.00

WEIGHT

344.50 lbs

TOTAL

\$3,990.00

(Cash, Check, or Wire)

CREDIT TOTAL

\$4,109.70

(If Paid Via Credit Card)



CLIENT: Broken Arrow High School

ADDRESS: 1901 East Albany Broken arrow OK 74012

PHONE:

EMAIL: QUOTE NUM:

CUST REF:

PMT TERMS: 30 days from invoice date

Performance Stage Inc. 5946 E. 12th St. Tulsa OK 74112 Project Manager: Chuck Parrish Office Number: 918-832-8800 chuck@performancestage.com

Terms and Conditions

ALL RENTALS DUE BACK AT 10AM ON RETURN DAY UNLESS OTHERWISE AGREED UPON Additional day rental rates may be assessed if equipment is returned after 10AM

Renter shall indemnify and hold harmless Performance Stage Inc. (PSI) and/or Phillip N. Martin and all Employees of Performance Stage Inc. from any risks and claims relative to the use of the equipment. Renter hereby accepts full responsibility for the protection and security of the equipment from its time of release until its time of return. Renter agrees to pay all costs of replacement or repair in the event that equipment is damaged, stolen, or lost during the rental period. This is a contract of rental only and not of sale unless specifically noted. The undersigned renter agrees to have rented the item(s) herein described upon the express condition that item(s) will at all times remain the property of PSI. Renter agrees to pay promptly when due all charges which accrue because of this rental, including damage to said item(s), or additional expense incurred by PSI due to renter's untimely return or delay in release of equipment. All charges are based on the time item(s) are in renter's possession whether in use or not. Renter agrees to pay late charges of (1) day rate per-day on each item not returned.

For do-it-yourself rentals, the equipment you are renting is professional equipment and it is assumed that you are knowledgeable in the proper operation and troubleshooting of rented equipment. PSI will provide limited instruction at time of rental as to the operation of equipment, but it is ultimately your responsibility to know how to operate the equipment. Any problems arising during your rental period not due to actual equipment malfunction will not be eligible for any refunds or discounts on the cost of the rental. We do provide 24/7 access to an on-call technician should you have any problems with you rental and any equipment failures or missing equipment must be reported at the time of discovery by calling our office at 918-832-8800 immediately to be eligible for any refund. We are available to come to your event site 24/7 to troubleshoot faulty equipment, however if the problems are due to operator error you will be billed at the standard tech rate of \$75/hr with a 2-hr minimum. It is the client's sole responsibility to verify that all required rental equipment has been provided. No discounts or refunds will be given for equipment failure cause by client once client has signed for the equipment and left the premises.

If PSI is providing operational support for a show, client hereby agrees to provide FINAL copies of any and all media (PowerPoint, video, audio, etc.) to be shown during the event to PSI no later than 72 hours before the start of the event, as listed on this agreement. Failure to comply with the above requirement may result in extra charges to the client, or the termination of this agreement at the sole discretion of PSI. In addition, should client fail to provide media in advance as stated above, PSI can make no guarantee as to the overall success of the event. For scripted shows, client shall provide PSI Inc. a copy of the final script no later than 72 hours before the start of the event. Client understands that last minute changes may affect the quality of the event, and agrees not to withhold payment for any reason resulting from last minute changes.

By executing this contract you agree to the venue for any legal proceedings to be Tulsa, OK and to be bound by the laws of the State of Oklahoma. Labor is billed at hourly rates. Client agrees to pay for additional labor costs incurred due to changes made after signing the original contract. Any changes to labor requested by the client that require additional time shall be added to the final bill, and client agrees to promptly pay these additional labor charges upon request.

Cancellation for any reason, including weather, artist failures, or any other reason not specifically listed here shall incur a cancellation penalty up to 100% of the amount of the original contract. However it is not our policy or practice to penalize customers simply for cancelling a rental and we understand that there are many factors that lead to a cancellation. For this reason, cancellations for reasons outside the control of the customer shall not incur charges exceeding the actual expenses incurred to-date in preparing the show including, but not limited to: administrative expenses in planning, labor incurred preparing the equipment, or sub-rented items that we are unable to recoup costs on. We give you our word that we will make a good faith fair and reasonable assessment at the time of cancellation and work with you, the customer, to come to an equitable resolution. PSI reserves the right to cancel this agreement at any time before the performance if the Client has requested significant changes and/or modifications to this estimate and no reasonable agreement can be made between the parties.

Sales price for job includes a 3% discount for payment via Cash or Check. Any other form of payment will incur a 3% "Convenience Fee"