

MEMORANDUM

To: Mr. Chuck Perry
From: Mr. Larry Shackelford
Date: September 9, 2024
Re: Renewal – Broken Arrow Youth Wrestling

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Broken Arrow Wrestling Club who will lease wrestling space at the Broken Arrow Event Center during the 2024-2025 school year. They will pay BAPS a rate of \$350.00 for scheduled practices. L. Shackelford

SUMMARY

FUNDING

N/A

RECOMMENDATION

Approve

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into this 9th day of September 2024, between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a BROKEN ARROW PUBLIC SCHOOLS (“Lessor”)** and **Broken Arrow Wrestling Club. (“Lessee”)**.

1. **Leased Premises.** In consideration of the rent to be paid and the covenants to be performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from the Lessor, the Leased Premises described below, together with the non-exclusive right to use adjacent parking facilities and the common areas in the building in which the Leased Premises are located. Lessor hereby represents and warrants that, as of the date of this Agreement, Lessor owns fee simple title to the Leased Premises and the Leased Premises is not subject to any restrictions, encumbrances or other title matters that could adversely affect Lessee’s intended use of the Leased Premises. The “Leased Premises” shall consist of the following:

Approximately 18,000 square feet of gym space referred to as the wrestling room, to include use of nearby restrooms, in the facility known as the Broken Arrow Event Center, 2200 N. 23rd St., Broken Arrow, Oklahoma.

A floor plan of the Leased Premises is attached hereto as Exhibit “A” and incorporated herein.

2. **Term.** The initial term of this Agreement shall begin on the date hereof and end on February 28, 2025. Lessee may renew for additional terms. The renewal term shall be brought before the Board of Education.

3. **Rent.** Lessee agrees to pay to Lessor the full amount upon receipt of invoice at the conclusion of season as rent for the use and occupancy of the Leased Premises. This amount includes the cost of utilities defined as electricity, gas, water, sewer, and trash. This amount does not include the cost of custodial services during practices. Custodial services may be requested or at any point deemed necessary by Lessor at an additional cost of the current hourly rate of \$35 per hour. In no event shall rent be decreased for any subsequent Renewal Term. All rent shall be paid without counterclaim, offset or deduction. Youth group to be give a discount flat rate of the following:

September 2024 to February 2025: \$350 flat rate for scheduled practices, based on terms of contract. Any additional events or practices will incur additional costs.

4. **Use of Premises.** Lessee shall use the Leased Premises only during scheduled times Monday through Friday, with the exception of holidays, between the hours of 6 P.M. to 8 P.M. Lessee agrees to comply with all local, state, and federal laws and ordinances relating to Lessee’s use and occupancy of the Leased Premises. Lessee shall comply with all current rules and regulations and those established from time to time by Lessor, provided such additional or amended rules and regulations do not impair Lessee’s rights under this Agreement or increase Lessee’s obligations under this Agreement without Lessee’s consent. Lessee agrees to assist with setup and/or teardown for their events in the case that there are other late events prior to or early events directly after requiring assistance.

5. **Custodial Services.** Lessee shall properly dispose of all rubbish and garbage in the dumpster or other containers provided by Lessor. Lessor shall perform and provide for, at Lessor's sole cost and expense, all other custodial services reasonably required on the Leased Premises.

6. **Indemnification.** Lessee shall indemnify, defend and hold Lessor harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from injury to persons or damage to property caused by the negligence or willful misconduct of Lessee or Lessee's agents, employees, contractors, or invitees. If any third-party action or proceeding is brought against Lessor, the Lessee, upon written notice from the Lessor, shall at Lessee's sole cost and expense, resist or defend the same through counsel satisfactory to Lessor. This indemnity is supplemental to, and not in lieu of, the insurance required of Lessee.

7. **Insurance.**

a. During the Term of this Agreement, Lessee shall carry and maintain commercial general liability insurance against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises. The policy shall be issued by a reputable insurance company, licensed to transact business in the State of Oklahoma, with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy shall name the Lessor as "additional insured". Lessee hereby certifies that it will maintain said insurance throughout the term of this Agreement and Lessee shall send to Lessor evidence of coverage as often as the policy is revised or renewed. Each insurance policy shall contain an agreement that the policy shall not be cancelled without thirty (30) days' prior written notice to Lessor.

Lessee agrees to maintain, at Lessee's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Lessee and located on the Leased Premises.

b. Lessor agrees to maintain, at Lessor's own expense, property damage insurance (fire, etc.) in sufficient amount to cover the Building and personal property owned by Lessor and located on the Leased Premises (including, without limitation, the Leasehold Improvements).

8. **Notices.** All notices and other communications to be given shall be delivered to the parties by certified or registered mail, nationally-recognized overnight courier, facsimile or by personal delivery to the following addresses:

As to Lessor:

Broken Arrow Public Schools
Attn: Superintendent
701 South Main Street
Broken Arrow, Oklahoma 74012-5528

As to Lessee:

Broken Arrow Wrestling Club
Attn: Rodney Jones

or at such other address as either party may designate to the other by written notice in the manner provided above.

9. **Miscellaneous.**

a. **Entry by Lessor.** Lessor may, during the term of this Agreement at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, effecting repairs or responding to any emergency.

b. **Non-Waiver.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be a waiver or relinquishment for the future of such covenant, right or option but the same shall remain in full force and effect.

c. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

d. **Partial Invalidity.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. **Entire Agreement.** This Agreement contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

f. **Assignment or Subletting.** Lessee shall not assign this Agreement or any interest herein, or sublease all or any part of the Leased Premises, without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By: _____
Steve Allen

President, Board of Education

"LESSOR"

Broken Arrow Wrestling Club

P.O. Box 14157

Broken Arrow, Oklahoma 74014-0011

By:


Rodney Jones

"LESSEE"

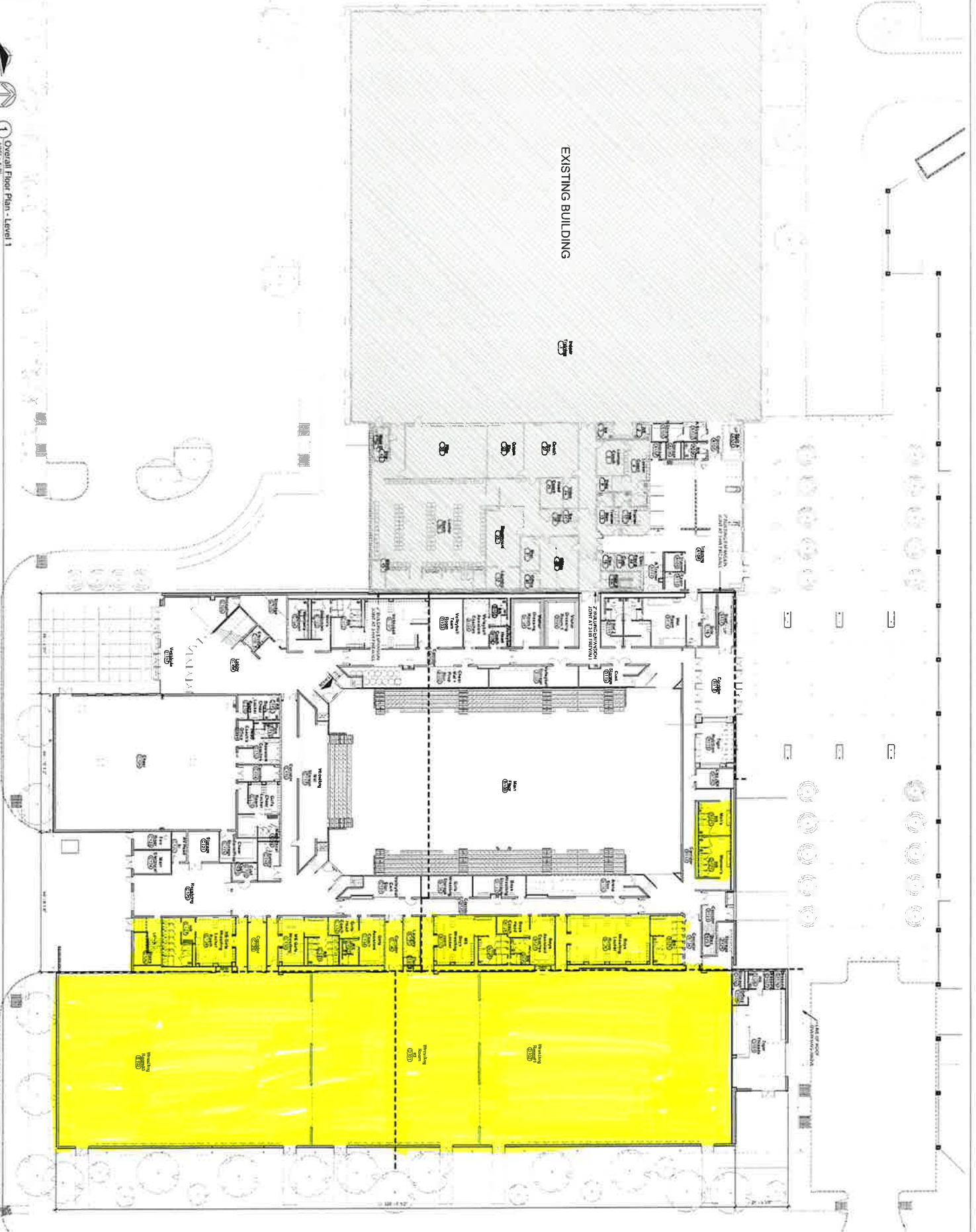


Overall Floor Plan - Level 1

1/8" = 1'-0"

1

EXISTING BUILDING



Broken Arrow Event Center

2200 N. 23rd. St. Broken Arrow, OK 74012



WRA Architects, L

214 750 5971
214 750 5971
214 750 5971



Overall
A200.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vaaler Insurance, A Marsh & McLennan Agency LLC Company 4803 38th St S STE 101 Fargo ND 58104		CONTACT NAME: Tricia Rudnick PHONE (A/C, No, Ext): 701-451-5482 FAX (A/C, No): 701-235-9405 E-MAIL ADDRESS: tricia.rudnick@marshmma.com		
INSURED United States of America Wrestling Association 6155 Lehman Dr Colorado Springs CO 80918		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Everest National Insurance Company		10120
		INSURER B: Texas Insurance Company		16543
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1167964368**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SI8ML01584241	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SI8ML01584241	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		BESGLXTC0011401-170525	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse/Molestation Abuse/Molestation		SI8ML01584241	9/1/2024	9/1/2025	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: This certificate of liability insurance is in effect for chartered club practices, of which all participants MUST be individual members of USA Wrestling. No liability coverage extends to any event that the club may host. The above coverage is primary & noncontributory where required.

CERTIFICATE HOLDER**CANCELLATION**Broken Arrow Wrestling Club
5426 S. Gillette Ave.
Tulsa, OK 74105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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