

5.2024

BROKEN ARROW  PUBLIC SCHOOLS
 Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: March 4, 2024

Contract/Agreement Vendor: Branson On Stage Live - Greg Hoffman
Name of Vendor & Contact Person
greg@bransononstagelive.com
Vendor Email Address

Standard contract for student travel
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.

Student Travel/Performance/Choir
Reason/Audience to benefit
4-15-2024 \$ 100
BOE Date Amount of agreement


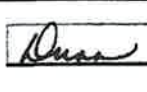
Person Submitting Contract/Agreement for Review: JoAnn Barker

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

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

Cabinet Team Member: _____

Funding Source:  
Fund/Project OCAS Coding

- Consent
- Action

To take Childers Middle School Tiger Harmony Show choir to perform in Branson @Silver Dollar City. This will facilitate that performance and going into SDC for the day.
May 3. 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.



Wednesday, February 28, 2024

Ernest Childers Middle School
301 E. Tuscon St.
Broken Arrow, OK 74011

Re: Branson Musical Showcase 2024

Dear JoAnn Barker:

We at Branson On Stage Live would like to take this opportunity to thank you for choosing us to showcase your student groups in Branson, the Live Entertainment Capitol of the World! In an effort to simplify matters for you, we have enclosed a file folder which contains the following items:

1. Original Contracts for your Branson Tour 2024;
2. Performance Information Form;
3. Performance Itinerary;
4. Schedule of Deposits, Payments & Form Deadlines

Please verify the terms of the enclosed contract. If the terms thereof comply with your discussion with Greg Hoffman, please execute and return one original of the **contract**. Please file the remaining contents for your easy reference.

With respect to the **performance information form** which is included in the enclosed file, it will need to be completed and forwarded to our office with your contract or first deposit. This will enable us to communicate your performance details in advance to the theatre for your showcase.

Finally, enclosed for your convenience is a listing of the various deadlines relative to your 2024 showcase. Please calendar the same.

With every good wish for an unforgettable showcase with Branson On Stage Live!, **"Where your Students become the STARS!"**

Sincerely yours,

Greg Hoffman



February 28, 2024

Branson On Stage Live! is pleased to host your tour. Hereinbelow follows an outline of the terms and conditions of the tour. Please sign the original and return along with your deposit.

GROUP NAME: Ernest Childers Middle School Choir Number: 9757
Tour Starts: May 3, 2024 Tour Ends: May 3, 2024 One (1) Day
Destination: Branson, MO

Tour Includes:
Silver Dollar City Theme Park Pass (Performance Showcase)
Performance Coordinator

Price per student/chaperone.....\$75.00

One Director.....No Charge
One Driver.....No Charge

Rates are based on a minimum of 15 paid guests.

PAYMENT SCHEDULE:

- Contract is due upon receiving**
- Final Counts Forwarded to BOSL 3/15/2024**
- Final payment is due 4/3/2024**
- Cancellation deadline is 3/4/2024**

RESPONSIBILITIES: Branson On Stage Live! and its agents act solely as agents for the owners or contractors providing services and/or means of transportation (whether by motor coach, car, plane or ship) and as such they shall not be held liable for any injuries, personal injury, damage, loss, accident, delay, disappointment or frustration, whether physical or mental in form, or irregularity which may be occasioned either by default of any hotel, restaurant, company or person rendering any of the services included in the tour, or by act of God.

If the performance by either party of any nonmonetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including without limitation acts of God, war, civil disturbances, accidents, damage to facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability of any kind. The above shall not be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

This Agreement is made in and shall be governed by the laws of the State of Missouri, and any legal action relating to or arising out of this Agreement shall be commenced and maintained exclusively in the District Court in and for Taney County, Missouri (or if the District Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county having subject matter jurisdiction). The parties consent to the jurisdiction of such court and to the service of process outside the State of Missouri pursuant to the requirements of such court in any matter so to be submitted to it and waive all rights to a trial by jury. In the event a dispute arises regarding this Agreement, the parties agree to submit the matter to mediation in Taney County, Missouri, prior to the commencement of any litigation.

Branson On Stage Live! reserves the right to withdraw the tours, or any part of them, and to make alterations in the program as it deems necessary or desirable. The prices quoted are based on tariffs. In case of variations in these, Branson On Stage Live! will adjust prices as necessary.

CANCELLATIONS: Groups may cancel up to 60 days prior to departure and receive a full refund less and except a deduction for any charges made by hotels, attractions, airlines, bus companies or other providers which are not deductible. Should your tour cancel within the 60 days of arrival to Branson, Branson On Stage Live reserves the right to recover a fee for administrative costs for developing, reserving and canceling your tour to Branson no greater

than 5% of the total cost of your tour.

FINAL PAYMENT: Payment is due 30 days prior to arrival date stated under payment schedule contained within this agreement. Adjustments to final count can be made up to two weeks before arrival date.

Failure to remit payments timely will result in the inability of Branson On Stage Live! to timely make deposits and payments associated with the booking of this tour. Accordingly, Branson On Stage Live!, is not liable for any inability to procure, reserve or maintain reservations for the services and/or venues which make up this tour, when said inability is related to the failure of the group to make the payments as scheduled hereinabove.

ROOMING LIST: A rooming list is required 45 days prior to arrival date contained in this agreement.

ADDITIONAL TICKET REQUEST: Additional ticket requests by non packaged travelers must be accompanied by our form listing the ticket holders names, event and ticket type (Adult, Child -age). Form is available from Branson On Stage Live upon request.

Neither this Agreement nor any right or obligation contained in this Agreement may be assigned by you. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supercedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No modification of this Agreement shall be effective unless in writing and signed by the parties. If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please indicate your acceptance by executing this Agreement in the space provided hereinbelow and returning this Agreement to us, together with your deposit for the tour package, on or before the above deposit due date.

WE HAVE READ THE TERMS AND CONDITIONS OF THE CONTRACT AND UNDERSTAND THE CANCELLATION POLICY

Ernest Childers Middle School
JoAnn Barker
301 E. Tuscon St.
Broken Arrow, OK 74011
918-259-4350
Fax 918 259 4334

Ernest Childers Middle School

Branson On Stage Live



Date _____

Date 3/25/2024



PERFORMANCE INFORMATION FORM

Please (type or print)

Performing Group Name:				
School Name: Ernest Childers Middle School Choir				
Director's Name:				
Type of Group:			Arrive Date:	
Total # of Performers:	Total # of Chairs:		Total # of Stands:	
<i>PLEASE DESIGNATE: CHAIRS - O STANDS - X MIC PLACEMENT - @ PERCUSSION PODIUM <></i>				
<p><i>STAGE DIAGRAM</i></p>				
ADDITIONAL PERFORMANCE DETAILS				
Circle One:	Piano Accompaniment:	Combo Accompaniment:	CD Accompaniment:	Cassette Accompaniment:
<p><i>COMMENTS:</i></p>				
<p><i>PLEASE NOTE: EVERY THEATRE VENUE HAS VARIATIONS OF AUDIO & TECHNICAL EQUIPMENT AVAILABLE. ALL GROUPS MUST PROVIDE THEIR OWN MUSICAL EQUIPMENT.</i></p>				



January 31, 2024

JoAnn Barker
Ernest Childers Middle School
301 E. Tucson St.
Broken Arrow, OK 74011

Hi JoAnn,

Friday, May 3, 2024:

- 6:30 am Load transportation and depart for Branson, MO. A lunch stop will be made en route.
- 9:30 am Arrive at the entrance to **Silver Dollar City** ***dressed for performance.*** Your Branson On Stage Live performance coordinator will escort everyone to Guest Relations for sound check before the performance.
- 9:35 am Choir begins warm up at **Guest Relations** and prepares for your performance.
- 10:00 am Your performance will begin.
- 10:24 am Choir returns to your transportation to put away instruments and change into casual wear if necessary and enjoy a day of rides and shows on park. ***(A lunch meal voucher is included with your park pass.)***
- 5:00 pm Load transportation and depart for **Ernest Childers Middle School**. A dinner and stretch stop will be made en route.
- 9:00 pm Approximate arrival time at home.

Best Regards,

Greg Hoffman / Branson On Stage Live



Ernest Childers Middle School Choir

Payment Schedule

Please calendar the following deadlines:

1. Signed Contract returned to Branson On Stage Live. Upon Receiving Contract
2. Deposit of **\$00.00** forwarded to BOSL. No Later Than: Later Than:
3. **Final Counts Forwarded to BOSL** No Later Than: **3/15/2024**
4. Performance Information Form forwarded to BOSL. No Later Than: **4/3/2024**
5. Final Payment forwarded to BOSL. No Later Than: 4/3/2024