



**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 2.1.24

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

*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.*

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal **&/or** Director or Administrator:

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

Leadership Team Member:

Funding Source:

Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

The agreement with Stoney Creek will provide dinner and beverages for up to 550 people. The contract also includes audio/visual equipment, space set-up, break down, head table and displays necessary to accommodate the event.

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.**



BROKEN ARROW PUBLIC SCHOOLS

EST. 1904

## MEMORANDUM

To: Mr. Chuck Perry

From: S. Dunn

Date: February 1, 2024

Re: Stoney Creek Agreement for STAR Gala 2024

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### **SUBJECT**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Stoney Creek Hotel and Convention Center providing the venue, banquet facilities and catering for the 2024 Star Awards, Teacher of the Year Gala to be held April 2, 2024. Total cost to the district will be approximately \$25,000 and will be paid with Activity Funds. S. Dunn

### **ENCLOSURE/ATTACHMENTS**

Agreement

### **SUMMARY**

The agreement with Stoney Creek will provide dinner and beverages for up to 750 people. The contract also includes audio/visual arrangements, space set-up, break-down, head tables and displays necessary to accommodate the event.

### **FUNDING**

Activity Fund

### **RECOMMENDATION**

Approve



918-416-8100

<http://www.stoneycreekhoteles.com/hotel/travel/brokenarrow/>

## STAR & TOY AWARDS

### GROUP AGREEMENT

**Account:** Broken Arrow Public Schools**Contact:** Kim Vento**Address:** 701 South Main St  
Broken Arrow, OK 74012**Email:** [kvento@baschools.org](mailto:kvento@baschools.org)**Phone:** 918 259 5723**Arrival Date:** Tuesday, April 2, 2024**Booking Name:** STAR & TOY AWARDS**Sales Manager:** Angela Harding**Phone:** 918 416 8104 ext. matt.**Email:** [angela.harding@stoneycreekhoteles.com](mailto:angela.harding@stoneycreekhoteles.com)**Group Code:** 0423STARBA**Departure Date:** Wednesday, April 3, 2024

The following represents an Agreement between **Stoney Creek Hotel - Broken Arrow**, herein known as the "Hotel" and, Broken Arrow Public Schools herein known as "Client," which outlines specific conditions and services to be provided.

### ROOM RATES & ACCOMMODATIONS

Name	Location	Arrival Date	Departure Date	Block Release Date
STAR AWARDS	Stoney Creek Hotel - Broken Arrow	4/2/2024	4/3/2024	

### Totals

	Agreed Rooms	Avg. Rate
<b>4/2/2024</b>	0	
<b>Total Rooms</b>	0	
<b>Total Revenue</b>	\$0.00	

### SCHEDULE OF EVENTS

Name	Date	Time	Areas	Event Type	Guests	Rental	Event F&B Min
STAR & TOY AWARDS	4/2/2024	8:00 am – 10:00 pm	Elements Ballroom	Dinner	500	\$3,300.00	
STAR & TOY AWARDS Registration	4/2/2024	8:00 am – 10:00 pm	Pre-function	Registration			
STAR & TOY AWARDS Volunteer Room	4/2/2024	8:00 am – 10:00 pm	Wood	Dinner		\$0.00	

**Function Space:** The Hotel will provide the function space you requested as detailed in the schedule of events below for meeting room rental, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the

cutoff due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

- **Rental Rate: \$3,300**
  - Includes: Pre-Function, Elements Ballroom & Wood Room
  - Projectors/Screens in Salon A & Salon B
  - Tables and Chairs
  - Setup, Teardown, Cleanup
  - **Black Linens with White Napkins**
  - **Table Presets: Water, Iced Tea, Salads, Desserts, Bread, Butter, Etc.**
  - Complimentary Water Service
  - Silverware, Flatware, Chinaware with Catering
  - Complimentary Hotel Centerpieces
  - Complimentary Basic Wi-Fi Throughout Hotel & Conference Center
  - Event Coordinator Services for all planning

*\* Specific meeting rooms cannot be guaranteed and are subject to change.*

**Food and Beverage:** All food and beverages must be purchased through the Hotel, except specialty cakes, which are permitted in the meeting rooms by the clients with approval from the management staff. ***No food or beverages may be removed from the premises once it has been prepared and served. These policies are dictated by food safety & licensing laws.*** If these policies are violated a fee determined by the management staff will be charged. Meals must start being served within one half hour of the scheduled time. If meals are not started within one half hour, there will be a charge of \$100 for every half hour thereafter.

- A guarantee of the number of persons attending your event is required by noon at least ten days prior to the function date. This number is not subject to reduction. If no guarantee is received, the original contracted number of guests will be considered the guarantee.
- If changes are requested once your meeting or banquet room has been set up as specified on the catering contract, then a minimum \$50.00 labor charge will be posted to your bill. Any changes to function space or prices must be confirmed in writing by Hotel. Any changes in the original agreed upon agendas must be approved in writing by the Hotel & client. Any third-party rental requirements for conference set up will be charged to host through Hotel.
- Client shall leave the used premises in a clean and orderly condition. If excessive cleaning is needed and deemed by the hotel a minimum charge of \$150 will be incurred and charged to the client as a cleaning fee.

**Guaranteed Attendance and Menu Selections:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the catering/conference services office **NO LATER THAN NOON, seven (7) business days** before the date of the function. This will be the number for whom the Hotel will prepare food for the function. If the guarantee increases less than **seven (7) working days** before the date of the function, an additional charge of \$10 per person may apply to the increased counts. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than **ten (10) working days** prior to your arrival.

**Agreed Minimum Food and Beverage Revenue Figures:** Agreed minimum banquet food and beverage revenue is \$0.00, which does not include any other applicable event charges, service charges or applicable taxes. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figures."

**Service Charge:** At time of contracting our service charge is equal to 21% of the food and beverage total, plus any applicable state and/or local taxes. The service charge that is in effect on the day of your Event will be added to your account. In the case of a hosted bar, 10% will be distributed to the staff assigned to the event. The remainder is the property of Hotel to cover discretionary and administrative costs of your Event.

**Deposits:** Group agrees to the following deposit schedule: **P.O. WILL BE SUBMITTED AFTER CONTRACT**

## APPROVAL AND SIGNATURE

Final payment is due seven days prior if no billing account has been set up prior. Any additional or unexpected charges must be paid before leaving the premises. Responsibility of client includes assisting Hotel in collecting the remaining balance through prior hotel approved billing and/ or clearing all additional charges by acceptable payment methods. All deposits and payments are acceptable only in United States currency in the form of cash, check or approved credit card. Where Hotel charges are billed directly, prior credit approval must be obtained from the Hotel for this contract to be binding.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

**Force Majeure:** The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 40 percent of prospective Event attendees from appearing at the Hotel, or where any of them make it illegal, impossible, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

**Cancellation:** It is understood that Hotel will lose substantial revenue upon the unexpected cancellation of your event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group's event is canceled.

Cancellation Fee is based on Total Revenue including Agreed Food and Beverage Minimum, and Meeting Room Rental, plus applicable taxes.

- Cancelled more 365 days prior to arrival - **50%**
- Cancelled 365 - 181 days prior to arrival - **75%**
- Cancelled 180 days or less prior to arrival - **90%**

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such written notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**Indemnification:** To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Stoney Creek Hospitality, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence, or intentional misconduct of the Hotel Indemnified Parties.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Hotel or any related act or failure to act by Hotel including, but not limited to, the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence, or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

**Governing Law:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**Dispute Resolution:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**Severability:** Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

Please sign, date, and return by 3/1/2024.

**ACCEPTED AND AGREED TO:**

#### ADDITIONAL CONCESSIONS

#### Additional Concessions:

- \*Discounted Banquet Room Rental Fee \$3,300 (Hotel Value \$6200)
- o Includes: Pre-Function, Elements Ballroom & Wood Room
- o Projectors/Screens in Salon A & Salon B, and Salon C

- o Tables and Chairs
- o Setup, Teardown, Cleanup
- o Black Linens with White Napkins
- o Table Presets: Water, Iced Tea, Salads, Desserts, Bread, Butter, Etc.
- o Complimentary Water Service
- o Silverware, Flatware, Chinaware with Catering
- o Complimentary Hotel Centerpieces
- o Complimentary Basic Wi-Fi Throughout Hotel & Conference Center
- o Event Coordinator Services for all planning

\*Banquet Meal Plated: \$35.00 per person plus 21% service fee

Fresh Garden Salad w/Raspberry Vinaigrette and Ranch

Chicken Marsala w/Marsala and Mushroom Sauce

Garlic Mashed Potatoes

Roasted Green Beans

Sliced Baguettes

Butter Florets

Dessert:

Chocolate Cake and Cheesecakes

\*Same meal served Buffet style for Volunteers \$35.00 per person plus 21% service fee

\*Discounted Large Stage 16 x 20 \$150.00 (Hotel Value \$600.00)

\*Discounted Broadband Line \$150.00 (Hotel Value \$250.00)

\*7 Urns of Iced Tea For Pre-Setting \$40.00 per Urn

#### ACCEPTANCE OF AGREEMENT & AUTHORIZED SIGNATURES

This section reserved for staff signature

**Client Signature**

**Client Signature**