

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 01/13/2022

Contract/Agreement Vendor:

Assembly of God Church Broken Arrow

Name of Vendor & Contact Person

Keith Carroll A/V Manager 918-606-1138

Vendor Email Address

Facilities use for choir 5th Grade Choral Festival 2022

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.

Choir Students

Reason/Audience to benefit

2/7/2022

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Dr. Richard Dale, Director of Fine Arts

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Dr. Richard Dale, Director of Fine Arts

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: no

Leadership Team Member: Steve Dunn

Funding Source: n/a

Fund/Project

No Charge to District

OCAS Coding

Agreement for facilities use, Assembly of God Broken Arrow, for 5th Grade Choral Festival, 3/8/2022.

Consent

Action

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 ASSEMBLY OF GOD

BUILDING USE AGREEMENT

This Building Use Agreement ("Agreement") by and between The Assembly of God Church of Broken Arrow, Oklahoma, Inc., also known as Broken Arrow Assembly ("Owner"), and Broken Arrow Public Schools ("User").

WHEREAS, Owner owns premises located at 3500 W. New Orleans, Broken Arrow, Oklahoma, which is normally used for church and church related activities; and

WHEREAS, Owner has agreed to allow User to use the certain portions of the premises pursuant to the following terms and conditions.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the following described portion of the premises: Sanctuary, Lobby, Hallway by West Lobby, Bathrooms by West Lobby, Keyboard, Sound Equipment & Tech. (such area described above together with entrances, exits and parking lots are hereinafter referred to as the "Authorized Area").
2. User shall be permitted to use the Authorized Area on March 8, 2022 (rehearsal during the day starting at 9:15am with the production that evening at 7pm.) The Authorized Area shall be used for Broken Arrow 5th Grade Choral Festival (hereinafter referred to as the "Function")
3. Keith Carroll A/V Manager (918-606-1138) is the contact person for Owner. Rachel Lester (918-933-8170) is the contact person for User to coordinate the details of usage.
4. User agrees to pay Owner **No Charge** for the use of the Authorized Area for the Function. Such amount is due and payable upon the approval of this Agreement by the Owner. Fee may be used by Owner to pay for repairs for any damages to the Authorized Area, the premises, or equipment, including other loss or expense and for excessive cleaning required following the Function. Any such expenses in excess of the security deposit incurred by Owner shall be promptly paid by User to Owner. Any unused portion of the security deposit will be refunded to User after the Owner has inspected the premises following the Function.
5. User agrees that it shall not use the Authorized Area for any unlawful purposes, and shall obey all applicable laws, rules and regulations of all governmental authorities while using the Authorized Area. User shall not at any time admit or allow into the Authorized Area a greater number of persons than the maximum occupant capacity allowed by law. User shall assume full responsibility and liability to provide at its cost and expense, reasonable and adequate security necessary for the Function.
6. User agrees to abide by any rules or regulations adopted by Owner for the use of the Authorized Area. User may not use the Owner's name or marks, or imply Owner's endorsement or support of the Function without the Owner's prior written consent.
7. Any property left in the Authorized Area shall, after a period of ten (10) days following the Function, be deemed abandoned and shall in the sole discretion of the Owner be retained by Owner or disposed of, with any cost for the disposal to be paid by User.

8. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000.00. The User will provide a certificate of insurance to the Owner at least seven (7) days prior to the date upon which the User begins to use the Authorized Area.
9. User agrees to hold harmless, indemnify and defend Owner, including Owner's agents, employees, pastors, board members and representatives from any and all liability for claims, damages, losses, causes of action, including, but not limited to, bodily injury, death, personal injury, emotional injury, or property damage which may result from any person using the Authorized Area, its entrances and exits, and surrounding areas, for User's purposes or attending the User's Function, regardless of whether such arises or results from the negligence of the Owner, including its agents, employees, pastors, board members, or representatives.
10. The User expressly waives any and all claims for compensation or damage for any and all loss or damage sustained by any person by reason of any defect, deficiency, interruption or impairment of the air conditioning, electrical or plumbing systems which may occur from any cause, or for any loss or damage, including the prohibition of use of the Authorized Area sustained by the User or any person claiming under the User, resulting from fire, water, wind, storm, or other acts of God, civil commotion, riots or labor strikes. User expressly waives all rights, claims and demands and forever releases and discharges Owner, including Owner's agents, employees, pastors, board members, and representatives from any and all demands, claims, actions and causes of action arising from any of the foregoing causes or for any matter whatsoever, arising directly or indirectly out of User's use of the Authorized Area.
11. User agrees to be responsible for preparing for use and returning to the pre-use condition of the Authorized Area. User shall make no temporary or permanent modifications to the Authorized Area without the prior written consent of the Owner. User shall pay for repairs incurred by Owner for any damages to the Authorized Area, the premises, or equipment, including other loss or expense and for excessive cleaning or restoration required following the Function.
12. User agrees to conduct a visual inspection of the Authorized Area, including entrances and exits, prior to each use and warrants that the Authorized Area will be used only if it is in a safe condition.
13. This Agreement may be cancelled unilaterally by either party with fourteen (14) days written notice to the other party. The Owner may also cancel this Agreement at any time, if for any reason within the independent and sole discretion of the Owner, there is or will be a violation of the Agreement, or for any reason based on health, safety or religious concerns of the Owner.
14. User agrees that it will not assign any of its rights under this Agreement, and any such assignment will void this Agreement at the sole option of the Owner.
15. A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. The parties hereby agree that any legal action concerning this Agreement, the relationship, rights or obligations of the parties, or in any way involving matters between the parties arising under or related to this Agreement shall be brought in a State or Federal court in the County of Tulsa, State of Oklahoma. Each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

B. Each party to this Agreement waives any right to a trial by jury in any action or proceeding, whether arising in contract, tort, or otherwise, to enforce or defend any rights under or relating to this Agreement, or any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Agreement, or arising from any course of conduct, course of dealing, statements (whether verbal or written), actions of any of the parties to this Agreement or any other relationship existing in connection with this Agreement, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

C. The prevailing party shall recover the reasonable costs and expenses, including reasonable attorney's fees, incurred by such party in connection with any legal proceeding involving the enforcement of any of the provisions of this Agreement.

16. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____

“Owner”

The Assembly of God Church of Broken Arrow, Oklahoma, Inc.

By: _____

_____ Print Name

_____, Title

“User”

By: _____

_____ Print Name

_____ Title