Summary

Contract Committee Review Request Date: 04/23/2025 MUST BE COMPLETED IN FULL The United States Marine Band Contract/Agreement Vendor: Name of Vendor & Contact Person william.a.perry@usmc.mil Vendor Email Address Performance of "The President's Own" Marine Band at BAPAC 10/16/2025. No cost to the District. 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. **BAPS** Reason/Audience to benefit 0.00 5/12/2025 mount of agreement **BOE Date** Person Submitting Contract/Agreement for Review: Darrin Davis, Executive Director of Fine Arts 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: no Leadership Team Member: Steve Dunn n/a Funding Source: n/a **OCAS Coding** Fund/Project Performance by "The President's Own" Marine Band on 10/16/2025 at the BAPAC, no charge to the District. 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

"THE PRESIDENT'S OWN" UNITED STATES MARINE BAND

Lieutenant Colonel Ryan J. Nowlin, Director

2025
National
oncert Tour

Dear Mr. Davis/Ms. Vento.

I am pleased that the Broken Arrow Public Schools have agreed to sponsor a tour performance by "The President's Own" United States Marine Band in Broken Arrow, OK on Thursday, October 16, 2025, at 7:30 p.m. in the Broken Arrow Performing Arts Center. Representatives of the Marine Band will visit your city during the spring to meet with you and discuss the details of the performance. I, or Master Gunnery Sergeant Michelle Urzynicok, will contact you later to arrange an appointment.

Attached, please note the Marine Band Tour Appearance Agreement that you need to print out for your signature. This agreement outlines the terms that allow us to present a free public performance in your community. Please review and sign. Do not make any other changes to the agreement. Please re-scan as a PDF and attach it to an email to me at william.a.perry@usmc.mil. Only the organizations whose representatives have signed the Tour Appearance Agreement may be recognized as the sponsors. This tour performance will be considered confirmed after the agreement has been processed at Headquarters Marine Corps.

We recommend that you invite a media co-sponsor to help "get the word out" to the general public about the free event and to fill the hall. (If, at a later date, you wish to add a co-sponsor, the co-sponsoring organization would have to sign and provide information on the same Tour Appearance Agreement. The Agreement would have to be submitted to me for Headquarters Marine Corps approval of the co-sponsor.)

Please visit the Marine Band website www.marineband.marines.mil to download the "Official Sponsor's Guide". It has a wealth of information about concert site, publicity and ticketing requirements. I encourage you to use this as a resource throughout the course of your sponsorship. The Advance Team will address important issues with you during their visit in the spring. Until then, feel free to contact me if you have any questions regarding sponsorship of this event.

Thank you for your support of "The President's Own." I am confident the Marine Band's appearance will be a memorable one for all concerned.

Sincerely,

William Perry
National Tour Director
"The President's Own" U.S. Marine Band
Hqtrs., U.S. Marine Corps (CD)
3000 Marine Corps Pentagon
Washington, DC 20350-3000
Tel: 703.614.1405
william.a.perry@usmc.mil

Marine Band Branch, Office of U.S. Marine Corps Communication

3000 Marine Corps Pentagon

Date: 1 April 2025

Headquarters U.S. Marine Corps (CD) Washington, DC 20350-3000

TOUR APPEARANCE AGREEMENT

The following agreement is hereby made between the representative of the sponsoring organization and the United States Marine Band.

The United States Marine Band agrees to present a concert in the Broken Arrow Performing Arts Center at 7:30 p.m. on Thursday, October 16, 2025, in Broken Arrow, OK.

The following conditions are agreed to concerning the appearance of the Band:

- 1. All expenses for transportation, meals, and billeting will be paid by the U.S. Marine Band.
- 2. The sponsor agrees to furnish the concert site, properly cleaned, lighted, and heated/air conditioned, if necessary; adequate dressing room facilities, as approved by the Band; symphony shell (if available); ushers; maximum local publicity for the concert; and ticket and programs at no expense to the Band. The Band will provide general publicity material to assist the Sponsor in promoting the concert.
- 3. Food and beverage concessions may be operated prior to the start of the concert, during intermission, not to exceed 15 minutes, and following the concert, but will not be operated while the Band is performing.
- 4. the sponsor agrees to obtain, at Sponsor's expense, all necessary permits, give all necessary notices, pay all license fees, and comply with all municipal, state or other federal laws, rules, ordinances, and regulations relating to the concert to be performed under this agreement.
- 5. The sponsor shall be liable and will indemnify and hold harmless the Government and its agencies and employees against all actions or claims for injury or loss of property, or personal injury or death arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the Sponsor or its agents.
- 6. The Sponsor will at no time represent that the Sponsor is an agent of the United States, its Departments, Agencies or Instrumentalities. The Sponsor agrees to include the following disclaimer in advertising and performance programs: "This appearance by the United States Marine Band is sponsored by (name of sponsoring organization) as a public service. The United States Marine Corps does not necessarily endorse the views or opinions of (name of sponsoring organization)."
- 7. The Sponsor agrees that no assignment of this agreement is valid without the prior consent of the U.S. Marine Band representative and the concurrence of the Director, Communication Directorate, Headquarters Marine Corps.
 - 8. No charge can be levied against any person for the purpose of attending a U.S. Marine Band concert.
- 9. Admission, seating and all other accommodations and facilities connected with the event or activity will be available to all without regard to race, creed, color or national origin. Further, the accommodations and facilities must be readily accessible and usable by persons with disabilities.
- 10. It is mutually agreed that the concert mentioned above, or any part of the same, shall not be broadcast over radio or television, nor shall any recordings thereof be permitted, except for news purposes in conjunction with the performance of the Marine Band. The Sponsor agrees to enforce this restriction, especially making certain that no portable recording devices are brought onto the premises, and will insert in printed program: "Recording of this concert or any part thereof is prohibited."
- 11. The Band will not participate in any event that directly or indirectly benefits or appears to benefit or favor any private individual, commercial venture, sect, political or fraternal group, or be associated with solicitation of votes in an election.

12. Cancellation

- a. The sponsor agrees to notify the Tour Director, United States Marine Band, Hqtrs., U.S. Marine Corps (CD), 3000 Marine Corps Pentagon, Washington, DC 20350-3000 (703-614-1405) if any contingency requires the cancellation of the Band's performance by the Sponsor.
- b. The U.S. Marine Band's Tour Director agrees to notify the sponsor immediately if circumstances require cancellation of the concert by the Band. The United States Government, its Agencies, Departments, Instrumentalities, Officers or Employees will in no way be held liable in the event of such cancellation.

	Para 11 - 12 - 12 - 12 - 12 - 12 - 12 - 12	OPTIONAL CO-SPONSOR
	PRIMARY SPONSOR	OPTIONAL CO-SPONSOR
William A. Perry	<u> </u>	<u>N</u>
Representative, U.S. Marine Band	Name:	Signature above
National Tour Director	Title	
Hqtrs., U.S. Marine Corps CD)	Sponsoring	Name\Title of Representative (print above)
3000 Marine Corps Pentagon	Organization	
Washington, DC 20350-5000 703.614.1405 william.a.perry@usmc.mil	Phone number Email address:	Co-sponsoring Organization above
USMB FORM 14 (Rev. 14 FEB 08)		Tel/email above