

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 07-25-22

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

Renaissance Hammons of Tulsa, LLC will host Prom 2023 with a facility rental of \$15,000 and a minimum banquet revenue of \$15,000 plus 25% service fee. Cost to district will not exceed \$40,000 for facility, food, and AV needs plus the 25% service charge.

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.



GROUP CATERING AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **Broken Arrow Public Schools** ("Group" or "you" or "your(s)") and **Hammons of Tulsa, LLC, Renaissance Tulsa Hotel & Convention Center** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Christian Welborn	Name of Event:	Broken Arrow High School Prom
Title:	Director of Student Life and Activities	Event Dates:	April 22, 2023
Responsible Party:	Broken Arrow Public Schools	Post As:	Broken Arrow High School Prom
Address:	1901 E Albany Street	Hotel Contact:	Rachell LeLeux
City, State, Zip:	Broken Arrow, OK 74012	Title:	Director of Events
Phone:	(918) 259-8571	Phone:	918-307-4024
Email:	cwelborn@baschools.org	Email:	rachell.leleux@atriumhospitality.com

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS

Date	Day	Function Space	Start Time	End Time	Post As/Signage	Set-Up Style	Expected
04/22/2023	Sat	Grand Ballroom	8:00 AM	5:00 PM	Client Setup	Special	2,000
04/22/2023	Sat	Strasbourg	8:00 AM	12:00 AM	Item Check-In	Existing	10
04/22/2023	Sat	Venice	8:00 AM	12:00 AM	Office	Venice	5
04/22/2023	Sat	Grand Ballroom	8:00 AM	5:00 PM	Client Setup	Special	2,000
04/22/2023	Sat	Seville I-II	5:00 PM	7:00 PM	Special Education Dinner	Rounds of 10	60
04/22/2023	Sat	Seville III	5:00 PM	7:00 PM	Teacher/Staff Dinner	Rounds of 10	40
04/22/2023	Sat	Grand Ballroom	6:00 PM	8:00 PM	Light Reception	Special	2,000
04/22/2023	Sat	Grand Ballroom	6:00 PM	12:00 AM	Dance	Special	2,000

SPECIAL CONCESSIONS

- Room rental \$15,000
- Discounted banquet revenue minimum \$15,000 (\$12,000 Value)
- Complimentary staging, tables, chairs, black tablecloths, hotel candlelight centerpieces within hotel inventory
- (1) Complimentary standard room for night of event
- AV discount of 10%

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 event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. 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 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges.

SERVICE CHARGE: A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

PARKING: Your attendees will receive complimentary self-parking.

AGREED MINIMUM BANQUET REVENUE: Based on the above Schedule of Events, the "Agreed Minimum Banquet Revenue" is **\$15,000**. This amount does not include service charges or taxes, if applicable, which are noted separately herein, but it does include all food, beverage and audio visual rented through Hotel. If the Agreed Minimum Banquet Revenue figure is not met, any balance will be posted as a banquet attrition charge to your Master Account, plus applicable taxes, and service charges.

AGREED ROOM RENTAL REVENUE: Based on the above Schedule of Events, the "Agreed Room Rental Revenue" is **\$15,000**. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an 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 because of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charge and applicable taxes for a total amount of **\$37,500.00**. In lieu of cancellation fee, Group may reschedule event of similar value within 6 months of contracted event date.

Cancelled within contract signing and 180 days prior to event	70% or \$26,250.00
Cancelled within 181 to 90 days prior to event	80% or \$30,000.00
Cancelled within 91 days prior to event	90% or \$33,750.00

Your 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 notification was received by hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

DEPOSIT AND PAYMENT REQUIREMENTS: Group must make deposit payment of 50% with signed contract. Purchase order from Broken Arrow Public Schools will be accepted for the remaining amount owed.

Date	Deposit Due
Upon return of signed Agreement to Hotel	\$15,000.00

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: guest rooms, incidentals, parking, banquet food and beverage charges, service charges, attrition charges, meeting space rental charges, cancellation charges, charges for third-party services and/or supplies arranged through the Hotel, audio-visual charges and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges.

TAX EXEMPT STATUS: If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs except for audio. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the Hammons of Tulsa, LLC, and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group, or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

The Group shall indemnify, defend and hold harmless Hammons of Tulsa, LLC, Renaissance Tulsa Hotel and Convention Center and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, except to the extent and percentage attributable to the Hotel's negligence.



ELECTRICAL/PHONE SETUP: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

OUTSIDE FOOD AND BEVERAGE: Outside food and beverage is not permitted in the hotel's event space.

ENTIRE AGREEMENT: This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda, and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding all prior proposals, negotiations, representations, commitments, and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **August 15, 2022**.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

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 and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

GROUP:
Broken Arrow Public Schools

By:

Steve Allen
Board President

Dated:

HOTEL:

Hammons of Tulsa, LLC
d/b/a Renaissance Tulsa Hotel & Convention Center

By:

Rachell LeLeux
Director of Events

Dated:
