

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 07-14-22

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

Extreme Inflatables will provide inflatables and entertainment at Aloha Bash

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.

MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: August 8, 2022

Re: Extreme Inflatables

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the agreement between Extreme Inflatables and Broken Arrow Public Schools for entertainment and inflatables at Broken Arrow High School Aloha Bash during the 2022-23 school year. Cost is \$4465.00 and will be paid by site activity funds. C. Welborn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Extreme Inflatables will provide inflatables and entertainment at Aloha Bash.

FUNDING

Activity Funds

RECOMMENDATION

Approve

EXTREME INFLATABLES, INC. --- LEASE AGREEMENT / INVOICE # 16584

Extreme Inflatables, Inc., referred to as EI, (PO Box 742, Shawnee, OK 74802, phone 405-878-0747, fax 405-214-1963), leases to Broken Arrow High School, c/o Christian Welborn, 1901 E. Albany, Broken Arrow, OK, 74012, (Phone: , Cell: 918-259-8571, Email: cwelborn@baschools.org) referred to as Client, the following described rental item(s) and/or services: **33' Log Jammer EXTREME Waterslide Inflatable Slip-n-Slide 2 Lane, Mechanical Surfboard, Rock Slide, 18' Dual-Lane Log Mountain Waterslide, Setup/Teardown, Survivor Volcano Zipline,**

The term of this Lease is Monday, August 29, 2022, from 5:30PM to 7:30PM. Setup will be at 2:30PM. Setup time accounts for time needed to correct possible delays due to electricity, weather, traffic, etc., therefore, it may not be exact. The event is to take place at Broken Arrow High School, 1901 E. Albany, Broken Arrow, OK, 74012, outside on turf with sand/waterbags.

Rental Fee	\$ 4,800.00
Discount (including ERC Credit)	(\$ 1,060.00)
High-Anchor Point Surcharge	\$ 275.00
Setup/Teardown	\$ 350.00
Delivery	\$ 100.00
Total	\$ 4,465.00

A non-refundable deposit of \$1,786.00 is included in the total cost, to secure equipment. Balance is due at time of setup. If additional invoicing is necessary, arrangements MUST be made.

Additional Agreements, PLEASE INITIAL EACH AGREEMENT:

___ 1) Client agrees to provide **13 Adult(s)** to operate the above-mentioned items, and understands if a responsible adult is not operating the equipment, the equipment will be shut down for the safety of the participants. These adults should be present 30 minutes before event start time to receive training.

___ 2) Client agrees to provide electricity in the form of **14-110 volt hardwired electric outlet(s)**, each capable of holding **20 amps**, and to provide these outlets within **100 feet** of the equipment. If generators are being provided by the client, the generators must be grounded per the current NEC Amusement code.**(50 feet for a Mechanical Surfboard)**

___ 3) Client understands the equipment cannot be used outdoors in inclement weather (rain, high probability of rain, lightning, or winds in excess of 20mph), & agrees that the rental fee is still due if there is no alternate indoor location. However, if the event is canceled before start time, the rental fee will be applied as a rental credit for any future event, less any expenses that were incurred by EI at the time of cancellation.

___ 4) Client understands that, while unlikely, the equipment being rented can cause damage to floors. If the event is indoors, EI recommends that a protective mat be put down, and will not be responsible for any damage to flooring.

___ 5) Client has reviewed the required dimensions for each piece of equipment (available at www.extremeflatables.com), and agrees that the rental fee is still due if the required area is unavailable.

___ 6) Client agrees that the EI may substitute equipment of like kind and of equal or greater value in the event that any equipment is unavailable due to repair. EI will notify the client beforehand.

___ 7) Client understands that anchoring will be sent according to the surface listed on this agreement, & if the surface changes, EI must be notified in enough time to make the change. Equipment will NOT be setup without the proper anchoring.

___ 8) Client agrees to provide water via **3 threaded water faucet(s)** within **100 feet** of water equipment.

I HAVE READ THIS AGREEMENT AND AGREE TO THE CONDITIONS. I WILL FOLLOW THE OPERATING INSTRUCTIONS FOR EACH PIECE OF EQUIPMENT. I UNDERSTAND THAT CERTAIN PHYSICAL RISKS CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY. I AGREE TO HOLD EI HARMLESS FROM ANY ACCIDENT, INJURY, OR CLAIM THAT MAY OCCUR FROM ME, MY ORGANIZATION, OR A THIRD PARTY. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA.

DATE: Thursday, July 14, 2022

LESSEE BY _____

PRINT NAME _____

EXTREME INFLATABLES, INC.
By: Trina Gribble

COMPANY/ORGANIZATION