

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: July 1, 2022

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

Boys Varsity Basketball to participate in the KSA Events 2022 Classic Basketball Tournament in Windermere, FL scheduled for December 19th – 23rd, 2022. The Basketball Booster Club will be paying all expenses, therefore there is no cost to the district. D. Melton

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: Chuck Perry

From: Darren Melton

Date: July 1, 2022

Re: KSA Events: consent agenda

SUBJECT

Discussion, motion and vote on to approve or disapprove a NEW contract between KSA Events and Broken Arrow Public Schools for Boys Varsity Basketball to travel and participate in the KSA Events 2022 Classic Basketball Tournament in Windermere, FL scheduled for December 19th – 23rd, 2022. The Basketball Booster Club will be paying all expenses, therefore there is no cost to the district. D. Melton

ENCLOSURES/ATTACHMENTS

Contract agreement

SUMMARY

Boys Varsity Basketball to participate in the KSA Events 2022 Classic Basketball Tournament in Windermere, FL scheduled for December 19th – 23rd, 2022. The Basketball Booster Club will be paying all expenses, therefore there is no cost to the district. D. Melton

FUNDING

Basketball Booster Club

RECOMMENDATION

Approve

**KSA EVENTS SCHOOL TRAVEL AGREEMENT
FOR PARTICIPATION IN A KSA EVENTS HOSTED EVENT /TOURNAMENT**

The parties to this Agreement being Broken Arrow High School, having an address at 1901 E Albany Broken Arrow, OK 74012, hereinafter referred to as "SCHOOL" and KSA Events, Inc., having an address at 13506 Summerport Village Parkway, Suite 422, Windermere, FL 34786, hereinafter referred to as "KSA Events", for good and valuable consideration and manifesting their willingness and intent to be bound by the terms of this Agreement, hereby agree as follows:

KSA Events is in the business, inter alia, of arranging for, planning, coordinating and implementing travel and tour programs for high school students, faculty and parent-chaperones of students. **SCHOOL** seeks to engage the services of **KSA Events** in connection with the participation of students, faculty, and parent-chaperones in an event to Orlando, Florida, all upon the terms and conditions more particularly set forth below.

Group reductions and/or cancellations must be made prior to 180 days of the departure date. After that date, the **SCHOOL** shall not reduce the number of participants by more than 10% of the signed contract agreement.

Minimum Number of Room Nights Guarantee

COMPONENT AGREEMENT is also known as your team's specific package inclusions and is specific for each participating School.

SCHOOL, shall purchase travel packages as outlined in the attached "**Component Agreement**", at the prices indicated, in combinations of quad, triple, double and single occupancy, that will utilize the minimum number of eight rooms designated.

Payments shall be made out to KSA Events and mailed to KSA Events at 13506 Summerport Village Parkway, Suite 422, Windermere, FL 34786. Protection of Funds: An account has been established by KSA Events at Chase Bank in Orlando, Florida.

Failure to provide payment in full, as hereinabove set forth, shall result in the immediate termination of KSA Events obligations to **SCHOOL** under this Agreement, and KSA Events shall have no further responsibilities of any kind whatsoever to **SCHOOL**, with respect to the Agreement, and **SCHOOL** shall forfeit any monies conveyed to KSA pursuant to this agreement.

Standard Cancellation

Any cancellation of this agreement by the **SCHOOL** must be submitted in writing to KSA Events immediately, and **SCHOOL** agrees to pay **KSA Events**, together with that notice, as liquidated damages (and not as a penalty), a cancellation fee as described below. The parties agree that this represents a reasonable method to compensate KSA Events for its damages due to the cancellation by **SCHOOL**.

Executed Date to 5:00pm on the Third Day	\$0
180 days or more prior to arrival	\$400 Deposit
179 days – 150 days prior to Arrival Date	Deposit plus \$200.00 per person (based on the minimum number of travelers as stated above)
149 days – 120 days prior to Arrival Date	Deposit plus \$300.00 per person (based on the minimum number of travelers as stated above)
119 days – 91 days prior to Arrival Date	Deposit plus \$400.00 per person (based on the minimum number of travelers as stated above)
90 days – 0 days prior to Arrival Date	100% of Final Guarantee (if a final guarantee has not been submitted, the cancellation will be based on the minimum number of travelers of guests above multiplied by the quad occupancy rate of the package as attached in Exhibit A

Refund Guarantee Protection

SCHOOL's that accept Refund Guarantee Protection ("RGP") hereby agree to a per person charge of 10% of the cost of the Land Package to be added to School's invoice. This charge for RGP will be deducted from SCHOOL's first deposit, is non-refundable and shall only be considered fully paid for when final payment has been made. Once SCHOOL has made final payment, the following clause will replace the standard cancellation policy as listed above. RGP is not considered insurance and Travel Insurance should be purchased separately to protect other funds.

Should **SCHOOL** or any individual need to cancel for any reason up to 120 hours prior to departure, your RGP guarantees a full refund of all monies paid for the travel package, as described in "Component Agreement", less the cost RGP any non-sufficient fund fees, late fees, airline costs or chargeback fees. Additionally, RGP does not cover airfare, and therefore the costs of same are not subject to reimbursement.

Within 120 hours prior to departure, the cancellation penalties are 100% of the final guarantee.

Refund Guarantee Protection must be Accepted or Declined: You must type accepted or declined

It is hereby agreed that in the event of any cancellation by SCHOOL pursuant to the terms hereof, KSA shall refund monies conveyed by SCHOOL in accordance with terms set for in the Standard Cancellation or Refund Guarantee Protection sections of this Agreement, as applicable, within one (1) year from the date of such cancellation.

Final Guarantees

Final guarantee for the number of participants traveling with **SCHOOL** is due 60 days prior to the above arrival date. If **SCHOOL** does not submit the final guarantee 60 days prior to the arrival date, the estimated number of guests will be used as the guarantee for purposes of payment and cancellation policies.

Final guarantee for the number of rooms per night is due 60 days prior to the above arrival date. If SCHOOL does not submit the final guarantee 60 days prior to the arrival date, the minimum number of rooms per night as indicated on "Component Agreement" will be used as the guarantee for purposes of payment and cancellation policies.

SCHOOL, together with the final guarantees, will supply **KSA Events** with a complete list, along with rooming assignments "Rooming List", to the extent then known which shall contain the full name of each participant. The list shall provide designation of whether such participant is: an athlete participating in the event, a student, faculty member, Head Coach, cheerleader, Athletic Director, School Administrator, parent chaperone, accompanying parent (non-chaperone), or accompanying adult (non-parent and non-chaperone).

All Participants, Athletes, Coaches, Administrator, chaperones, or any other persons who are traveling a member of your "**SCHOOL**" is required to purchase a travel package.

Any additions to the final guarantee or rooming list, within 60 days of arrival are not guaranteed and are based on availability at the time of the request.

Entire Agreement

This Agreement (including without limitation Component Agreement and Additional Terms and Conditions articulated below, which are part of this Agreement) constitutes the entire agreement between SCHOOL and KSA Events with respect to the subject matter of this Agreement, and supersedes any and all prior communications, representation or agreements, whether oral or written, between SCHOOL and KSA Events with respect to the subject matter of this Agreement.

Additional Terms and Conditions

The parties understand that KSA Events, to fulfill its obligations to SCHOOL and arrange for the services and tour package components set forth above, will be negotiating with and acquiring the services of third parties who will ultimately be providing most of the trip package components; including, but not by way of limitation, lodging accommodations, meals, competition facilities and transportation. SCHOOL understands and agrees that KSA Events shall not be responsible for any damages or delays which are outside of its control. Additionally, SCHOOL agrees that in the absence of negligence or willful conduct by KSA Events, KSA Events shall not be liable to SCHOOL or any of the tour participants for damages or injury to person or to property resulting from the negligence or willful conduct of any third parties providing services or components of the tour package to SCHOOL or the participants.

Notwithstanding the foregoing; KSA Events will use its best efforts and its experience in arranging tour packages of this type to cause the above services and tour package components to be provided timely, safely and efficiently and will inform SCHOOL promptly of the status of the arrangements made for the components of the tour package to be provided pursuant to this Agreement as well as any changes thereto, including but not by way of limitation, the identity of the service providers. KSA Events shall maintain such contact with such providers engaged by KSA, as is reasonably appropriate to confirm that the services promised thereby will be provided in a timely manner. KSA Events will communicate promptly with appropriate representatives of SCHOOL as to any unexpected delays or other problems affecting or potentially affecting the provision of services and tour package components set forth above, and work diligently therewith in an effort to minimize any such delay or attempt to resolve any such problem.

All rates are based upon the return of signed and executable contract within 21 days of issuance. Delays past 21 days may void secondary contracts made by KSA Events on behalf of SCHOOL and therefore may subject rates to increase.

All contracts signed are subject to rate increases based upon supplier increases including but not limited to fuel rates, hotel rates, ticket media rates, etc.

No refunds will be issued made for delayed arrivals, early departures, or for any unused portion of your package, including but not limited to, attraction admissions, shows, special events, or meals.

In the event that KSA Events, for any reason other than those set forth in above and by reason of any adjudicated breach of this Agreement, fails to perform this Agreement in accordance with its terms, then KSA Events shall only be liable to SCHOOL for the sum equal to the actual replacement cost of those tour components not provided by KSA Events, less any refund actually received by SCHOOL. Moreover, SCHOOL understands and agrees that is in contractual privity with KSA Events, and that KSA Events does not have any legal or contractual obligation to any tour participant, administrator, coach, cheerleader, parent or chaperone individually by virtue of this Agreement. Accordingly, SCHOOL agrees to defend and hold harmless KSA Events with respect to any claim for relief brought by any tour participant, administrator, coach, cheerleader, parent or chaperone who seeks reimbursement of money each may have conveyed in relation to the subject trip, to include but not be limited to any attempts of credit card chargebacks by such individuals.

In recognition of the fact that KSA Events has accepted certain responsibilities hereunder to provide services to an entire group, KSA Events reserves the right to deny participation of the tour to any particular participant in its sole discretion, such discretion not to be unreasonably applied.

SCHOOL will use its best efforts to inform all tour participants of the terms and conditions of this Agreement as may affect their understanding of the actual scope of the tour package components to be provided, and the limitations of liability relating thereto.

By his or her signature on the agreement, each signature warrants and represents that he or she has actual authority to enter into this Agreement on behalf of the respective parties.


In the event that any provision of this Agreement is determined to be illegal and unenforceable under applicable law, the remaining provisions of the Agreement shall remain in force and effect so as to effectuate the intention of the parties as manifested by the written terms of this Agreement.

As it is the parties' intention to work closely together to accommodate each other's interest, no failure of either party to assert immediately or promptly any of its rights under this Agreement shall be deemed a waiver of rights, unless demonstrable and material prejudice results from such delay. However, the foregoing shall not affect the specific deadlines for performance by either party as set forth above.

It is hereby agreed that KSA Events shall not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion or unrest, natural catastrophes, governmental acts, strikes affecting travel or lodging. In the event of such Force Majeure scenario, it is agreed that KSA Events obligations shall be tolled until such time as the Force Majeure scenario has sufficiently subsided. Should same not occur for a period exceeding 360 days, SCHOOL shall have the option to either rollover their trip to the year and applicable tournament to take place the year following the resolution or dissipation of the Force Majeure scenario, or can elect a cancellation refund in accordance with terms set for in the Standard cancellation or Refund Guarantee Protection sections of this Agreement, as applicable, within on (1) year from the date of such cancellation.

In the event formal notice is to be sent by either party to the other so as to affect the parties' rights under this Agreement; such notice shall be deemed effective as against KSA Events when received at the address of KSA Events set forth at page 1 above, or when received by facsimile transmission at 1-407-413-5110, or at such other address or facsimile number as KSA Events may hereafter designate in writing. Also, such notice shall be deemed effective as against SCHOOL when received at the address of SCHOOL set forth at page 1 above, or when received by facsimile transmission or any other method as SCHOOL may hereafter designate in writing.

No legal action may be taken by one party hereto against the other unless written notice has been given to the other, specifying the nature of the dispute and having given the party receiving such notice of breach 30 days in which to cure such breach and comply with its respective obligations under the terms of this agreement. In the event such breach is not cured, action may be maintained only in Orange County, Florida. Florida law shall govern the interpretation and enforcement of the terms of this Agreement.

Authorized Signer from Broken Arrow High School	Authorized Signer from KSA Events
Signature	
Full Name	Katie Dull
Title	VB
Signature Date	6/30/2022

CLASSIC BASKETBALL COMPONENT AGREEMENT

December 19, 2022 – December 23, 2022

KSA EVENTS BASKETBALL INCLUSIONS:

- One (1) Official Commemorative KSA EVENTS Keepsake per participant
- Official Tournament Plaque/ MVP Medal
- Game Officials, Scorekeepers, Trainers, and Game Balls
- Admission to the KSA Events 2022 Classic Basketball Tournament
 - *Tournament Entry Fee is an additional \$500 and will be added to your invoice*

ACCOMMODATIONS:

- Four (4) Nights Accommodations at Gaylord Palms Resort & Convention Center

TRANSPORTATION:

- Airport Transfers to and from Orlando International Airport
- Shuttle Service to and from Theme Parks

ADMISSIONS:

- Three Day Three Park Admission to Universal Studios, Universal's Islands of Adventure, Universal's Volcano Bay Water Park
- Three-Day Admission to KSA Events Basketball Tournament
- Admission To KSA Events Celebration of Athletes Event

KSA EVENTS MEAL PLAN:

- Four (4) Buffet Breakfast at the Resort
- Three (3) Lunch Vouchers
- Two (2) Dinner Vouchers for Use in The Theme Parks
- One (1) Welcome Buffet Dinner at the Resort
- One (1) Dinner at Celebration of Athletes Event

OTHER SPECIAL INCLUSIONS:

- One Complimentary Package for Every Twenty Full Paying Passengers (Discount based on Quad Occupancy)
- KSA Events Representatives to Assist Your Group
- All Taxes, Resort Fees, and Gratuities

LAND ONLY PACKAGE B

Quad Occupancy (per person): \$ 1,459

Triple Occupancy (per person): \$ 1,569

Double Occupancy (per person): \$ 1,799

Single Occupancy (per person): \$ 2,429

KSA Events Airfare Option

If you would like KSA Events to book your team airfare, please write "KSA Events Air" below.

If you will be booking your own airfare please write "Booking Own Air" below.

If the team will be driving, please write "Driving" below.

If you would like KSA Events to book your team airfare, we will look for flight schedules for the team once group airfare rates open for your team travel dates. Your airfare rate and schedule will be locked in once you accept the offered schedule and rate from KSA Events via a separate airline agreement.

Guaranteed Minimum Number of Participants:

A minimum number to constitute a group is 10.

*****Absolutely No Changes Can Be Made To Package Components Or Passenger Numbers 14 Days Prior To Your Travel Dates*****

PAYMENT SCHEDULE

Initial Deposit, Due at Time of Booking – 20% of Total Balance or at least \$400 per person

Installment Payment 2 - 40% of Total Balance should be Paid

Installment Payment 3 - 60% of Total Balance should be Paid

Installment Payment 4 - 80% of Total Balance should be Paid

Final Rooming List Due October 15, 2022

Final Payment Due October 15, 2022, No reductions of Passengers after this date.

Cancellations after this date are subject to 100% penalty unless RGP was purchased.

Please refer to invoice for specific payment dates

SIGNATURE OF PACKAGE INCLUSIONS

Signature

Full Name

Title

Signature Date