

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: August 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.*

**Athletics**  
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**

In consideration for privileges and rights to advertise on specific video displays and scoreboards located at specific sites or facilities, Rib Crib agrees to the sponsorship set forth on Attachment "A" and pay \$1,500.00.

**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: August 1, 2022

Re: Rib Crib Advertising Agreement

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### **SUBJECT**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Rib Crib, for advertising rights scheduled for 2022-2023 school year. There is no cost to the District. D. Melton

### **ENCLOSURES/ATTACHMENTS**

Agreement

### **SUMMARY**

In consideration for privileges and rights to advertise on specific video displays and scoreboards located at specific sites or facilities, Rib Crib agrees to the sponsorship set forth on Attachment "A" and pay \$1,500.00.

### **FUNDING**

N/A

### **RECOMMENDATION**

Approve

## ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of AUGUST, 2022, between the INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a Broken Arrow Public Schools (the "District") and Rib Crib (the "Advertiser").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Grant of Advertising Rights.** The District hereby grants to the Advertiser those advertising rights and privileges including the right to advertise on radio and streaming video broadcasts, as well as in promotional graphics in accordance with the terms and conditions set forth in Attachment "A."
2. **Term.** This Agreement and the grant of advertising rights shall extend for the 2022-23 school year, effective upon authorized signatures from District and Advertiser.
3. **Advertising Fees.** In consideration for the advertising rights, and other sponsorship recognition set forth on Attachment "A", Advertiser shall pay the sum of One thousand, five hundred Dollars (\$ \_\_\_\_\_), payable, in advance, on the Commencement Date (the "Advertising Fees").
4. **Advertising Content.** The District may reject, in whole or in part, any art work or advertising copy which the District, in its sole discretion, determines to be in violation of District policy, objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with existing marketing programs or contracts.
5. **Intellectual Property.** The Advertiser represents and warrants to the District that all marks, logos and advertising copy provided to the District for display on the Equipment or at the District's Facilities is owned by the Advertiser or that the Advertiser has the authority to make use of such property in the manner contemplated by this Agreement. Advertiser agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising from any claim for copyright or trademark infringement or violation of other intellectual property rights.
6. **Assignment.** This Agreement may not be assigned by the Advertiser, in whole or in part, without the prior written consent of the District.
7. **Casualty Loss.** If broadcast equipment is damaged or destroyed, in whole or in part, the District may either replace or repair the equipment in a timely manner or terminate this Agreement. The District agrees to provide the Advertiser with written notice of its election no later than thirty (30) days after the date of the casualty loss. If as a result of such casualty loss, the Equipment is not used for scheduled events, the District agrees to provide the Advertiser with an

extension of this Agreement for a period of time equal to the time that the Equipment was not in use. Payment of all Advertising Fees due during the Term of this Agreement shall continue unabated unless the Agreement is terminated by the District. If the Agreement is terminated as a result of such casualty loss, no further Advertising Fees shall be due and neither party shall have any further obligation to the other. Fees paid during the year of termination will be prorated.

8. **Limitation of Liability.** The entire liability of the District to the Advertiser, whether arising in contract or in tort, will not exceed the total Advertising Fee paid to the District during the Agreement Year immediately prior to the event giving rise to the claim. In no event will the District be liable to the Advertiser for incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings.

9. **Termination.** The District may terminate this Agreement by written notice to the Advertiser if the Advertiser fails to pay Advertising Fees within ten (10) days after notice of non-payment or for other material breach by the Advertiser of any other term or condition contained herein.

10. **Miscellaneous:**

(a) **Violation of Laws, Rules or Regulations.** The parties agree that if any part or provision of this Agreement is held to be invalid, illegal, void or in any other manner unenforceable or to be in conflict with any applicable law or regulation, the validity of the remaining portions or provisions of this Agreement shall not be affected and such part or provision shall be construed and enforced in the manner designed to effectuate the intent of the parties to the maximum extent permitted by law.

(b) **Choice of Laws.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior communications, representations or understandings. This Agreement cannot be modified or otherwise amended except by written instrument signed by both parties.

(d) **Attorneys' Fees.** In any action for breach or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover, against the non-prevailing party, a reasonable attorneys' fee and all costs of the action.

Dated this 12 day July, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 3  
TULSA COUNTY, OKLAHOMA, a/k/a  
Broken Arrow Public Schools**

By: \_\_\_\_\_  
President, Board of Education

“DISTRICT”

\_\_\_\_\_

RIB CRIB

By: Winter Dorr  
Name: Winter Dorr  
Title: Field Marketing Specialist

“ADVERTISER”

## ATTACHMENT "A"

### Inside Tiger Football naming rights sponsorship

- Sponsor to receive exclusive name and logo recognition title sponsor of "Inside Tiger Football presented by Rib Crib."
- Four (4) season tickets to all 2020 Broken Arrow home football games
- Promotional photo opportunity with head football coach in restaurant to be printed or displayed digitally for promotional purposes.
- Sponsor to provide catered food for thirty (30) for all six Broken Arrow home football games, to be delivered or picked up in coordination with athletic department staff
- Sponsor to pay \$1500.<sup>00</sup> advertising fee through \$750.<sup>00</sup> payable to Broken Arrow Public Schools and \$750.<sup>00</sup> in Rib Crib gift cards upon coordination with athletic department.  
*& Society Burger gift cards*