

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

Date: 12/12/2024

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** Classic Flying for Wizard of Oz: Glinda, Gulch, Wicked Witch, Monkey, Wizard with the basket. The cost on this Agreement is approximate, as additional items may be required that are unknown at this time. However; the total cost is not expected to exceed \$11,000.00.

**Action** The vendor has not signed this agreement as there is a 7 day window after their signature for approval by all parties. If the Committee approves the Agreement, Mr. Stevens will contact the vendor on 01/10/2025 and obtain an Agreement signed by ZFX, so it may executed at the board meeting on 01/13/2025.

**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.**



611 Industry Rd.  
Louisville, KY 40208  
Ph. (502) 637-2500

## Service Agreement

This agreement is made by and between "ZFX" and the client listed below (hereinafter "Client"). Please read this agreement carefully as it represents all of ZFX's promises made to Client. The incorporated Terms and Conditions contain information regarding Client responsibility for payment, travel expenses, shipping, insurance and other important items. It is your responsibility to read and understand them.

**Client:** Broken Arrow High School  
**Contact:** Jeremy Stevens  
**Address:** 701 S Main,  
Broken Arrow, OK, 74012  
**Phone:** (918) 259-8565  
**Email:** sstevens@baschools.org

**Date:** 1/8/2025  
**Valid Until:** 1/15/2025  
**ZFX Producer:** Jennifer Thompson

**Artistic Vision:**

*Classic Flying for Wizard of Oz: Glinda, Gulch, Wicked Witch, Monkey, Wizard with the basket*

Production Name	Load-In Date	Open	Close	Strike
Wizard of Oz	4/1/2025	4/10/2025	4/13/2025	4/14/2025

Item	Qty	Description
1.	2	Manual flying track systems
2.	1	Glinda's Bubble
3.	1	Wizard's Basket
4.	Up to 5	Harnesses
5.	1	ZFX Flying Director on-site 3 days for installation, training, and rehearsals
6.	1	Flying Director travel & meal per diem
7.	1	Round-trip equipment freight

*(See Terms and Conditions on Pages 2 & 3 for additional financial responsibilities.)*

**TOTAL (USD)**     \$     10,840.00

**Important Notes**

1. Please note weight limit for Glinda performer is 180 lbs and weight limit for Wizard performer is 160 lbs. If either actor cast in these roles exceeds the respective weight limit, please notify ZFX immediately as this will impact the equipment and effects possible.

**Hotel & Payment Schedules**

Staff	Hotel Check-In	Hotel Check-Out	Days on Location	Payment Schedule	Amount (USD)	Due
1 ZFX Flying Director	3/31/2025	4/4/2025	3	<b>Deposit:</b>	\$     5,420.00	1/15/2025
				<b>Balance:</b>	\$     5,420.00	4/1/2025

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## Terms & Conditions

### 1. Indemnification and Insurance

- a. Throughout the course of this agreement, Client shall maintain commercial general liability insurance which includes coverage for independent contractors. Said insurance policy shall name ZFX as an additional insured and will be primary and non-contributory. Such insurance shall provide general aggregate limits of not less than \$2,000,000. Client will provide a waiver of subrogation in favor of ZFX. Client expressly agrees to ensure that anyone utilizing the ZFX equipment is covered by Client's own workers' compensation insurance (with minimum limits of \$1,000,000) or Client's own general liability insurance, whichever applies.
- b. Client shall at all times from the delivery of the equipment to Client to its return to ZFX maintain property insurance covering the ZFX's equipment from damage or loss. Coverage shall be in an amount sufficient to cover the full new replacement cost of the equipment. If the equipment will remain at a single location for the duration of the rental period a standard property policy will suffice as long as the policy will cover rented property while in transit. If the rented property will be used at multiple locations, the property must be insured on an Inland Marine policy with a coverage territory that corresponds with where the property will be used such as the U.S. and Canada, or, worldwide. Such coverage must include theft and theft from an unattended vehicle.
- c. Before obtaining possession of ZFX's equipment, Client shall provide a Certificate of Insurance confirming each of the coverages specified above. The failure of ZFX to demand such notice or proof of insurance shall not excuse Client from providing coverage that complies with the requirements above.
- d. Except for ZFX's gross negligence or intentional misconduct, Client agrees to defend, indemnify and hold harmless ZFX, its officers, agents, contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which ZFX, its officers, agents, contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of the actions or omissions of the Client, its employees, agents, contractors, students, volunteers or invitees, including without limitation the improper use of the ZFX equipment, or relating to the Client's premises. No person not trained by ZFX may operate or use the equipment. In the event any person not trained by ZFX should operate or use the equipment, Client agrees to indemnify ZFX for any claim or liability arising out of the activities of that person.
- e. Except for the Client's gross negligence or intentional misconduct, ZFX agrees to defend, indemnify and hold harmless Client, its officers, agents, contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind of nature which Client, its officers, agents, contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of the actions or omissions of ZFX, its employees, agents or contractors.
- f. Prior to using the ZFX equipment, each user must sign a waiver and indemnification agreement.

### 2. Technical Planning & Installation

- a. Unless specifically directed otherwise by Client in writing, ZFX assumes any person on Client's end participating in planning conversations (including email, phone, text, and other) related to Client's production is authorized to direct ZFX on Client's behalf. Client acknowledges and agrees that ZFX will treat communications and instructions related to scheduling, technical planning, artistic vision, and all other production management from such individuals as sanctioned decisions.
- b. Technical worksheets and harness charts are due at least 30 days prior to load in. For signed contracts received less than 30 days prior to load in, technical worksheets and harness charts are due two days after receipt of contract. ZFX may assess a \$100 per day late fee for technical worksheets and/or harness charts received after due date. Equipment shipping costs may be increased as a result of late worksheets or harness charts; Client is responsible for all shipping costs. Client may be responsible for additional installation charges once the technical worksheet has been received. Any charges for overnight harness shipments or additional equipment shipments due to late or inaccurate harness charts or late or inaccurate technical worksheets are the sole responsibility of Client.
- c. For safety reasons, flying performers in excess of 225 lbs may require custom harnesses and additional flying equipment. This could result in additional costs. Please notify your Producer immediately if you have a flying performer who exceeds this threshold.
- d. Unless otherwise stated on page one (1) of this agreement, all costs, equipment and labor in this contract presume a single-cast production. Multiple cast shows may incur additional costs and/or reduction of choreography and characters to be flown due to time restrictions.
- e. Unless otherwise stated and mutually agreed to in writing, ZFX will have unrestricted access to the venue on load-in day, free of other events and usage restrictions.
- f. Client is responsible for providing a minimum of one capable person per travel line and one capable person per lift line (heavier loads may require two people per lift line). All operators must be at all rehearsals. Operators will need gloves (especially on the lift lines); ZFX will provide a list of recommended glove types upon request.
- g. Client must provide a minimum of four capable people to assist with load-in. ZFX is not responsible for extended installation and removal time or any associated costs due to lack of Client assistance.
- h. Unless otherwise stated on page one (1) of this agreement, all costs, equipment and labor in this contract presume we are rigging the ZFX equipment to movable flybars (battens). If it is determined that ZFX cannot rig to movable flybars, and a direct-hang to building structure is required, additional costs and time on site may apply. Client must provide access (lift or otherwise) to the structure from which ZFX will hang the flying equipment.
- i. For productions using Automated/Motorized equipment, Client must provide appropriate, convenient electrical power tie-in to a 208-240v 3-phase power source, with an allotment of 30 amps per hoist. For rentals of 3 or more hoists, ZFX will provide a CAM-lok distro free of charge. For rentals of fewer than 3 hoists, Client is responsible for providing an alternative to CAM-lok style power tie in. Acceptable alternative methods include: a 30 Amp cable tail from the power source with a ZFX approved L21-30 or Hubbel 50amp twistlock connector; a 30 Amp tail (with a female plug) from the power source and a matching male plug to be given to ZFX at installation; a fused disconnect in an accessible panel. If the client is unable to provide an alternate tie-in method, an additional \$150 per week rental charge will apply for a ZFX provided CAM-lok power distro.
- j. Client will ensure the venue is safe to install and operate the effects and equipment.

**3. Equipment Usage, Shipping and Return**

- a. Equipment is shipped ground freight and will be delivered directly to the performance venue. Client will be notified of carrier and tracking information once equipment is shipped. Client will be given an approximate arrival date and is responsible for tracking such date through carrier. A Client representative must be present to accept the shipment. Any additional delivery charges due to non-acceptance of the equipment are the sole responsibility of the Client.
- b. The Client will accept the equipment as received and it will be considered in good condition unless otherwise detailed in writing and presented to ZFX.
- c. Client shall be fully responsible for use and maintenance of the equipment between delivery and return to ZFX. Client shall operate and use the equipment in accordance with ZFX's instructions and recommended use and shall neither abuse or misuse the equipment and will take all necessary precautions during the shipment, use or storage of the equipment to protect it and all persons using the equipment from injury or damage. Client shall not make any alterations, changes, modifications or improvements to the equipment without the prior written consent of ZFX.
- d. Unless the terms of this agreement explicitly include strike or oversight of strike by ZFX, equipment must be taken down by Client. The Flying Director will provide full removal instructions before leaving the venue. We will assume you have been properly trained for removal of equipment unless you in advance provide written notice of the contrary.
- e. Client is responsible for ensuring the equipment is returned in the same shipping method sent within two days of show closing (otherwise a late fee will apply) and is responsible for any damage to the equipment during return shipping.
- f. Upon return, if it is determined that the equipment has suffered more than expected wear and tear, repair charges will be assessed at the sole discretion of ZFX and the Client will be invoiced accordingly. If any items are lost or permanently damaged, Client will pay full replacement costs.

**4. Other Important Information**

- a. Client is responsible for hotel reservations, minimum three star, with in-room WiFi and parking included, guaranteed late arrival and direct billing to Client (one room per person).
- b. **IMPORTANT:** Unless this agreement specifies otherwise, final balance due for cost of services and all expenses to date must be presented to the Flying Director prior to installation of equipment. The Flying Director will not load-in your show without payment in full. **DO NOT MAIL YOUR BALANCE DUE CHECK.**
- c. ZFX has the right to enter the venue at any time to remove its equipment due to non-payment. Client is not authorized to utilize ZFX's equipment any longer than contracted unless prior authorization and additional payment in full has been received. No one other than a ZFX representative is authorized to alter or modify ZFX's equipment or harnesses. Client will pay full replacement costs for equipment modified without prior ZFX approval; this includes staining of harnesses from fake blood or makeup.
- d. If Client requires on-site personnel (i.e., the ZFX Flying Director or any other ZFX staff who will be coming to work in Client's venue) to submit background checks or undergo fingerprinting or any other such process prior to arriving on site to provide services, Client must submit a thorough and detailed list of such requirements to ZFX prior to execution of this agreement. Client will be responsible for any associated costs, both out-of-pocket and for time required to schedule and undergo said processes. Any requests by Client for background check or fingerprinting services made after execution of this agreement are considered a substantive after-the-fact modification to services as agreed, and may result in additional costs, delay of services, and/or inability of ZFX to render services under the terms of this agreement.
- e. Booking deposits are non-refundable. In the event of a cancellation, Client is responsible for all expenses to date including airline reservations, freight costs and any custom equipment that has been produced specifically for this production. In the event of a cancellation made less than 21 days before load-in date, Client is responsible for the Balance in full.
- f. Title page and bio program credit and/or scrolling video credit are required in legible font to read "Flying Effects provided by ZFX". Any advertising or poster publicity must mention ZFX with the same wording.
- g. The signatures of both parties signify mutual agreement to all these terms. I have read each section thoroughly. Furthermore, I acknowledge I am an officer of the Client with appropriate authority to enter into this agreement on behalf of the Client, and that in the event I do not have proper authority, I am personally accepting the responsibilities and liabilities in this agreement. This agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky.

\_\_\_\_\_  
Client Authorized Officer Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Client Authorized Officer Signature

\_\_\_\_\_  
Date

Jennifer Thompson  
\_\_\_\_\_  
ZFX Authorized Printed Name

Senior Flying Producer  
\_\_\_\_\_  
Title

*Jennifer Thompson*  
\_\_\_\_\_  
ZFX Authorized Signature

1/8/2025  
\_\_\_\_\_  
Date



## THINGS YOU SHOULD KNOW

### INSTALLATION



- Load-in typically begins on the morning of the first day on location and may last until late afternoon/early evening or approximately 8-10 hours, depending on how many systems are being installed.
- Please provide four dedicated crew members (your show operators if possible) to assist the Flying Director during load-in. At least one of the crew members should have experience using and loading your counterweight fly rail system, if you have one. They will also be the folks learning how to take the system apart and how to pack it for shipping when the show is over.
- If you are in a space that does not have a counterweight fly rail system, an upright or scissor lift must be available for the Flying Director to use to hang the systems. The lift **must** be able to reach the ceiling structure.
- Extra tools to assist in load-in include: 9/16" and 7/16" socket and standard box end or combo wrenches, 7/32" allen wrenches and a crescent wrench (in some places it's called an adjustable spanner!) or two.
- Your Flying Director will review removal instructions and repacking techniques for safe return of the equipment (improper packing or damage may result in an additional charge) before they leave.
- Return shipping information will be provided by the Flying Director prior to their departure.

### PERSONNEL



- Two operators are required for each track system, and one operator is required for each lift only system. These numbers are a minimum for basic operation. Repeated, dynamic moves or lengthy flying sequences may require additional operators.
- Operators should be healthy and in good physical shape. Flying can be a real workout!
- Operators must be available for ALL rehearsals and performances. Students may act as operators, but they must have their parent or guardian sign the indemnification form **prior** to learning the ropes. All operators over 18 can sign the form themselves.
- Your Flying Director will ask a member of your crew to act as Flying Supervisor. The Flying Supervisor will be instructed on daily system inspections and will be responsible for maintaining the flying effects after the Flying Director leaves.
- Your Flying Director will ask a member of your crew to act as Harness Supervisor. They will be instructed on proper harness fitting techniques by the Flying Director and will double check all harness fittings prior to each performance.
- All lift operators **must** have gloves to protect their hands and assist with a good grip. Well fitting, not bulky, leather gloves work best; however, these gloves may not be best for everyone. We have and can provide the same wide receiver gloves that our Flying Directors use. Please let us know if you would like to order them.

### REHEARSALS



- All performers AND operators will need to sign the Indemnification form BEFORE the first rehearsal. Performers and Operators under 18 will require the additional signature of a parent or guardian.
- Your Flying Director will work with you to come up with a detailed rehearsal schedule according to your needs and the flying effects desired.
- Rehearsal schedules can vary depending on a variety of factors including the equipment package for your show, the technical parameters of your theatre and crew availability, among others. As a guideline, a common rehearsal period is approximately 4 hours.
- To get the most out of the rehearsal process it is best to limit the first several flying rehearsals to just the performers and crew involved in the flying scenes, separate from full cast rehearsals.
- Please keep in mind that productions with multiple casts and understudies will need additional rehearsal time, and we strongly suggest understudies and additional casts attend all rehearsals to watch the other flyers. This way they won't be starting from scratch when it's their turn to fly.
- Performers should wear snug, comfortable clothing and athletic or performance footwear. No jeans or flip-flops! Flight Operators should wear comfortable clothes that allow for a physical workout and footwear with good traction.

#### WORLD HEADQUARTERS

611 Industry Road | Louisville, KY 40208  
tel: +1.502.637.2500 | web: www.zfxflying.com

#### EUROPEAN OPERATIONS

Veldzicht 3 3454 PW | De Meern, the Netherlands  
tel: +31(0)30-2428280