

MEMORANDUM

To: Dr. Janet Vinson
From: Steve Dunn
Date: August 9, 2021
Re: QuikTrip Corporation Advertising Agreement

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and QuikTrip Corp. for advertising rights scheduled for 2021-2022. There is no cost to the District.
S. Dunn

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

In consideration for privileges and rights to advertise on specific video displays and scoreboards located at specific sites or facilities and to highlight the Hometown Heroes and Folds of Honor promotion by the QuikTrip Corp., as set forth on Amendment "A", QuikTrip Corp. agrees to pay \$5,000.00 per Agreement year to BAPS.

FUNDING

N/A

RECOMMENDATION

Approve

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: July 20, 2021

Contract/Agreement Vendor: QuikTrip Corporation

Name of Vendor: Brandon Thompson Phone Number: 918-615-7479

Contact Person: _____ Phone Number: _____

Address: 4705 South 129th East Avenue

Tulsa OK 74134

City State Zip

bthomps@quiktrip.com

Email address

Date of services _____

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____

And _____

Vendor Registration _____

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Dept _____
 Name Site

Reason for Review: (New Agreement, Renewal...): Renewal

Audience/Group to benefit from Contract/Agreement: Athletics

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: 
 Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
 (Signature) Technology /Approval

Leadership Team Member: _____
 Signature

Funding Source: N/A
 Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
 2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
 Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
 7. Keep copy for your records

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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a Broken Arrow Public Schools** (the "District") and **QUIKTRIP CORPORATION** (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 the specific video displays, scoreboards and electronic message centers (collectively the "Equipment") located at or within the specific sites or facilities (collectively the "Facilities") described on Attachment "A" attached hereto and incorporated herein. The Equipment provided by the District shall be operated and Advertiser's advertisements shown as provided in the advertising specifications and in accordance with the terms and conditions set forth in Attachment "A". The advertising rights shall apply to all District sponsored athletic events and performances held at any of the Facilities and during such other events as may be determined by the District from time to time in the District's sole discretion.

2. **Term.** This Agreement and the grant of advertising rights shall extend for a term of one (1) year beginning _____, 2021, (the "Commencement Date") and ending on _____ 2022 (the "Term").

3. **Advertising Fees.** In consideration for the advertising rights, and other sponsorship recognition set forth on Attachment "A", Advertiser shall pay the sum of **five thousand dollars (\$5,000)**, payable upon invoice on the Commencement Date (the "Advertising Fees").

4. **Installation and Maintenance.** The District will bear the responsibility and expense for the fabrication of the initial advertising panel or panels as described on Attachment "A" and for the maintenance and operation of the Equipment. The Advertiser shall be responsible, at its sole cost and expense, for the creation and maintenance of digital advertisements including video and radio commercials. The Advertiser's advertising panels will be prepared from art work, plans and specifications provided by the Advertiser, in proper electronic format and approved by the District. The District shall bear the responsibility and expense for programming initial animated messages and/or message center content for the Equipment described on Attachment "A" and/or for converting into format displayable on the Equipment the initial video content described on Attachment "A", if any.

5. **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.

6. **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.

7. **Assignment.** This Agreement may not be assigned by the Advertiser, in whole or in part, without the prior written consent of the District.

8. **Casualty Loss.** If the 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.

9. **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.

10. **Warranties.** Advertiser acknowledges that District will use the Equipment as a teaching tool and that the District's students will be responsible, in whole or in part, for custom programming and/or conversion of Advertiser's video content into formats displayable upon the Equipment and for operating the Equipment during events. Advertiser hereby acknowledges that the District has made no warranty, expressed or implied, concerning the Equipment, the advertising rights granted under this Agreement or the operation of the Equipment including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Advertiser hereby releases the District from any claims or causes of action, liabilities or damages to the extent directly or indirectly resulting from the negligence or fault of the District or the District's agents, employees or students with respect to the operation of the Equipment or the performance of any services hereunder.

11. **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.

12. **Miscellaneous:**

ATTACHMENT "A"

Five thousand dollars (\$5,000) Hometown Heroes Sponsorship

- Fullscreen sponsor logo animation on video board at start of promotion
- On-field presentation with PA announcer read during break in action during each home football game
- Fullscreen sponsor graphics, animations, or video commercials to promote products
- Four (4) reserved season tickets to distribute to guests or employees (Hometown Hero and family will be admitted free of charge)
- Exclusive sponsor logo placement on commemorative football, challenge coin, or similar item to be awarded to each Hometown Hero
- Folds of Honor PSA messages to be included in ArrowVision game broadcasts.
- "Live read" mentions of Hometown Hero or QuikTrip products and specials during game broadcasts
- Sponsor to provide and present QuikTrip gift card to each Hometown Hero
- QuikTrip and/or Folds of Honor shall be permitted to set up an area in Tiger Alley for sponsor activation

(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.

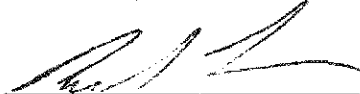
Dated this 14 day of JULY, 2021.

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

By: _____
President, Board of Education

“DISTRICT”

QUIKTRIP CORPORATION

By:  _____

Name: BRANDON T THOMPSON

Title: MGR CUSTOMER ENGAGEMENT

“ADVERTISER”