

MEMORANDUM

To: Mr. Chuck Perry

From: Dr. Dustin Smith

Date: 4/17/2024

Re: Just Play Sports Solutions: Consent Agenda

SUBJECT

Discussion, motion and vote on to approve or disapprove a NEW contract between Just Play Sports Solutions and Broken Arrow Public Schools for digital license for the football program.
D. Smith

ENCLOSURES/ATTACHMENTS

Contract agreement

SUMMARY

The cost of Just Play Sports Solutions services are quoted at \$3300 and will be paid from Athletic Activity Funds The dates of services will be July 1, 2024 – June 30, 2025.

FUNDING

61/803

RECOMMENDATION

Approve



1800 GENESSEE STREET
SUITE 233
KANSAS CITY, MO 64102

Quote & Agreement

PREPARED FOR

Broken Arrow High School Football

Josh Blankenship
jblankenship@baschools.org

PREPARED BY

Jesse Green
jgreen@justplayss.com

PREPARED DATE

April 3, 2024

| 1 Year Commitment Price | Sport(s) | Year 1 2024 |
|-----------------------------|----------|----------------|
| Team System - Elite License | Football | \$3,300 |
| | | N/A |
| Total Price Per Year | | \$3,300 |

Elite License (Tier 3):

- Team System
 - Playbook (3 sides) & Terminology
 - Presentations, Gameplans, Installs
 - Scout Cards
- Quizzing
 - Image, Text & Video Quizzing
 - Real-Time Automated Quiz Reporting
 - Recall, Stopwatch, Classic Quiz Interactions
- Note Taking
- Usage Analytics
- 200GB Video Library
- Video Import Wizard

Access: 4 Admin / 120 Player Accounts

Standard Support: 7am-10:30pm M-Sun (central time)

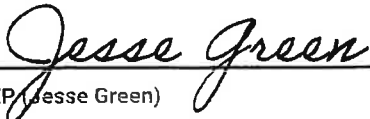


Just Play Sports Solutions License Agreement

Just Play Sports Solutions L.L.C., a Kansas limited liability company ("Just Play"), and **Broken Arrow High School Football** ("Client") agree as follows:

- I. Just Play will grant to Client a nonexclusive, non-transferable license for the use of a Just Play account, with the package specified in the attached quote, dated as of **04/03/2024**, which is incorporated by reference into this Agreement, beginning on **07/01/2024** and ending on **06/30/2025**.
- II. Client has reviewed and agrees to Just Play's Terms & Conditions of Use and Privacy Policy, which are incorporated by reference into this Agreement and are posted on Just Play's website at www.justplaysolutions.com/terms-conditions-of-use.
- III. Client will pay Just Play on the payment schedule specified below and if marked, provide the promotional services specified below.
 - a. **\$3,300 due on July 10, 2024**
 - b. Late Payment Fee: 15% fee is assessed for late payment beyond 45 days of agreed upon payment date.
 - c. Promotional Services: "Client" agrees to provide a quote/video testimonial if asked. Just Play may use "client" logo on website, promotional material and/or social media.
- IV. This Agreement, including Just Play's Terms & Conditions of Use and Privacy Policy, contains the entire agreement, and supersedes any prior written or oral agreements, between the parties as to the subject matter hereof. This Agreement may be modified or amended only by a writing signed by both parties. This Agreement will be governed by, and construed in accordance with, the laws of the State of Kansas, without regard to conflict of laws principles.

Agreed and accepted by:

| | | |
|---|-----------------|---------------|
| | | |
| Budget Authorized Representative | TITLE | DATE |
|  | Account Manager | 4/3/24 |
| REP (Jesse Green) | TITLE | DATE |