

MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: July 19, 2021

Re: Rib Crib Advertising Agreement

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Rib Crib, for advertising rights scheduled for 2021-2022 school year. 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, Rib Crib agrees to the sponsorship set forth on Attachment "A" and pay \$1,500.00.

FUNDING

N/A

RECOMMENDATION

Approve

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: July 12, 2021

Contract/Agreement Vendor: Rib Crib

Name of Vendor		
<u>Winter Dorr</u>	<u>918-258-1559</u>	
Contact Person		Phone Number
<u>121 W Kenosha</u>		
Address		
<u>Broken Arrow</u>	<u>OK</u>	<u>74012</u>
City	State	Zip
<u>ribcrib02@ribcrib.com</u>		
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: *Steven H. Dunn*
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 **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 2021-22 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 ____ day of _____, 2021.

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

By: _____
President, Board of Education

“DISTRICT”

RIB CRIB

By: W. H. Darr
Name: Winter Darr
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 2021 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 \$ 1500.⁰⁰ advertising fee through \$ 750.⁰⁰ payable to Broken Arrow Public Schools and \$ 750.⁰⁰ in Rib Crib gift cards upon coordination with athletic department.