

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 4.22.2022

Contract/Agreement Vendor:

Joyful Jumps/ Heather Tynes

Name of Vendor & Contact Person

RENTALS@JUMPSOK.COM

Vendor Email Address

Rental Fee

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.

Field Trip/ B&A summer campers

Reason/Audience to benefit

5.9.2022

BOE Date

\$ 7,800.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Casey Smith

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

[Signature]

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: NO

[Signature]

Leadership Team Member:

Funding Source: 72/982

Fund/Project

72-982-3300-449-0000-000-180/205

OCAS Coding

Joyful Jumps will set up inflatables onsite in June and July for students at CLI and AC. The cost is \$1,950 per day for 5 inflatables.

Consent

Action

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.



Joyful Jumps OK (We Assemble Your Everything LLC)

1239 W Main St Jenks , OK, 74037
Phone: 9185044074

Invoice: 9326405
Order Date: 3/22/2022

Event Location

Jessica Wing

Country Lane Interm. 251 E Omaha St
Broken Arrow, OK 74014

Phone:

Cell Phone: (918) 894-1711

Start Date: 6/9/2022 9:00am

End Date: 6/9/2022 3:30pm

Delivery method: Drop-Off

Name	Qty	Total
Wacky 3 in 1 Combo Bounce + Slide	1	\$400.00
Wacky 60ft Obstacle Course + 17ft slide	1	\$475.00
14' Super Slide	1	\$350.00
Mini Turbo Rush	1	\$475.00
Wacky Bouncer Large - Themed Moonwalk	1	\$250.00

Rentals subtotal		\$1,950.00
Staffing		\$0.00
Delivery		\$0.00
Fees		\$0.00
Discount		\$0.00
Sales Tax	Exempt 0%	\$0.00
Total		\$1,950.00
Deposit Due		\$40.00
Amount Paid		\$0.00
Balance Due		\$1,950.00

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. A \$25.00 fee will be charged for a returned check (Insufficient Funds). Credit Card or Cash Payment will be due immediately. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. Inflatable Instructions are below. The lessee and all operators or volunteers must be familiar with the rules and enforce them.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Delivery Policy: We will be there to drop off the rental(s) before the scheduled event starts, however there is a window of time based on our schedule that allows us to drop off the rental(s) at our earliest convenience before the event based on that day's scheduled route.

Generator Policy: If the lessee doesn't have correct number of electric circuits or voltage to support the rental(s) there is an automatic \$85 fee for the usage of lessor's generator.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result

of the use of said equipment unless lessors operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary power cords to reach a maximum of 100ft.
2. Deliver, set-up, and teardown all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 6 110volt/20amp electric circuits.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

Operating Procedures and Safety Rules for Inflatables

Each operator must read and understand the following instructions...

1. **Supervision by an adult trained attendant is required at all times.**
2. **Attendant shall make sure all riders are aware of the safety rules of the inflatable.**
3. The inflatables should not be operated if wind exceeds 25 mph or in rain or lightning conditions.
4. If during operation the wind becomes excessive (25mph), or it rains, unload the riders, deflate the ride and call Joyful Jumps.
5. The inflatables are not to be used when raining or wet! Please, **Do Not** spray water on the unit for any reason!
6. **No** riders allowed on the inflatable while it is being inflated or deflated.
7. All riders must remove their shoes.
8. **No** silly string, glitters, make-up, face paint or toys are allowed in the inflatables.
9. Riders should be sorted by size. Only riders of the same size should be allowed in the ride at the same time.
10. No riders under the age of 3 years old should be permitted without direct supervision from an adult.
11. Riders must remove loose or sharp objects including glasses and dangling jewelry. Glasses should be removed.
12. No food, gum, candy or drinks of any kind are allowed in or around the inflatable at any time.
13. The rated capacity should never be exceeded. The capacity of the ride is as follows:

Jump/Slide Combo Units:	Small Children: 8-10	Medium Children: 6-8	Teens or Adults: 4-6
15' Bounces:	Small Children: 8-10	Medium Children: 6-8	Teens or Adults: 4-6
Obstacle Courses:	Small Children: 4-6	Medium Children: 2-4	Teens or Adults: 2

14. The operator should assist the riders when they enter and exit the inflatable.
15. Persons shall go down slides and obstacle courses feet first, with no more than 2 riders at once.
16. **No** climbing up slides.
17. The operator should position himself/herself in close proximity to the entrance of the inflatable to ensure orderly and controlled entry and exit to and from the unit.
18. While the ride is in operation, the operator should watch the riders at all times. **No** flips, wrestling, roughhousing or horseplay should be tolerated.
19. **No** grabbing or hanging on the outside walls or roof. Anyone who does not obey the rules after being warned should be asked to exit the ride (**operators should be made to understand that they are in control of the ride...and removing someone from a ride who is not following rules is important for all riders' safety**)
20. The operator must strictly enforce the rules posted on the warning sign.

Emergency Procedures:

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide...please use common sense when an emergency occurs.

Weather:

Bad weather can arrive in the form of rain, lightning or strong wind. In each case you want to evacuate the ride as quickly and safely as possible.

- **Remain Calm!** If you panic your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion.
- After everyone has exited the ride, deflate the ride by turning off the blowers.
- Inflatable should be folded over once so that the interior is protected from the weather.

Loss of Electrical Power:

When a loss of power occurs the ride will slowly start to deflate.

- Remain Calm!** This situation tends to cause panic...unless the operator stays calm and relaxed. Talk calmly to those inside the unit telling them not to panic while you're helping them walk out.
- Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in and the ride will re-inflate.
- Contact or have someone contact Joyful Jumps at 918-504-4074 to check the problem. **Do not leave the ride unattended.**

Damage:

If the ride becomes damaged while in your operation, take the following steps.

- If the ride is ripped or otherwise begins to lose air, assist all riders from the ride and deflate it.
- Write down what happened, when, and any other details you observed and turn this report in to the Responsible Party.
- Contact Joyful Jumps at 918-504-4074 immediately. Do not attempt to continue to operate the ride.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Jessica Wing

Printed Name

Hi Jessica,

Thank you for choosing Joyful Jumps for your party! We would ask that you have a few things ready for your delivery:

- 1) Please know where the sprinkler lines are located in and around the area meant for the inflatable. Joyful Jumps is not responsible if a line is pierced with a stake.
- 2) Measure and know where your inflatable will be placed--being aware of low hanging limbs and power lines--is your gate at least 3 feet wide?? We need a wide gate to get the inflatable into your backyard. Please move any obstacles within the 3 ft wide runway to where your inflatable will be placed.
- 3) Please do not mow your lawn just before your delivery as cut grass tends to get everywhere both on the children's feet and in the inflatable
- 4) Pick up (or sweep) the area meant for the inflatable. Please pick up all dog messes, sticks, rocks, glass etc. for the safety of the children and the inflatable
- 5) If we will be on the concrete please let us know in advance if any grass is available around us to put a few stakes in to secure the units...that is always a good thing for extra stability of the units. Sandbags are good but stakes in the ground are always best when possible.
- 6) If we will be indoors please make sure your doorway is at least 3ft wide for the inflatable to be brought inside. Please sweep the floor to insure the safety of the inflatable and children!

If you have any questions between now and then please, feel free to give us a call!



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1239 W Main St Jenks , OK, 74037
Phone: 9185044074

Invoice: 9326839
Order Date: 3/22/2022

Event Location

Jessica Wing

Country Lane Interm. 251 E Omaha St
Broken Arrow, OK 74014

Phone:

Cell Phone: (918) 894-1711

Start Date: 7/13/2022 9:00am

End Date: 7/13/2022 3:30pm

Delivery method: Drop-Off

Name	Qty	Total
Wacky 3 in 1 Combo Bounce + Slide	1	\$400.00
14' Super Slide	1	\$350.00
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Printed Name

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Phone: 9185044074

Invoice: 9326851
Order Date: 3/22/2022

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Jessica Wing

Aspen Creek Elem 14014 East 111th St S
Broken Arrow, OK 74011

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Cell Phone: (918) 894-1711

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If you have any questions between now and then please, feel free to give us a call!



Joyful Jumps OK (We Assemble Your Everything LLC)

1239 W Main St Jenks , OK, 74037
Phone: 9185044074

Invoice: 9326269
Order Date: 3/22/2022

Event Location

Jessica Wing

Aspen Creek Elem 14014 East 111th St S
Broken Arrow, OK 74011

Phone:

Cell Phone: (918) 894-1711

Start Date: 6/8/2022 9:00am

End Date: 6/8/2022 3:30pm

Delivery method: Drop-Off

Name	Qty	Total
Wacky 3 in 1 Combo Bounce + Slide	1	\$400.00
Wacky 60ft Obstacle Course + 17ft slide	1	\$475.00
14' Super Slide	1	\$350.00
Mini Turbo Rush	1	\$475.00
Wacky Bouncer Large - Themed Moonwalk	1	\$250.00

Rentals subtotal		\$1,950.00
Staffing		\$0.00
Delivery		\$0.00
Fees		\$0.00
Discount		\$0.00
Sales Tax	Exempt 0%	\$0.00
Total		\$1,950.00
Deposit Due		\$40.00
Amount Paid		\$0.00
Balance Due		\$1,950.00

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. A \$25.00 fee will be charged for a returned check (Insufficient Funds). Credit Card or Cash Payment will be due immediately. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. Inflatable Instructions are below. The lessee and all operators or volunteers must be familiar with the rules and enforce them.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Delivery Policy: We will be there to drop off the rental(s) before the scheduled event starts, however there is a window of time based on our schedule that allows us to drop off the rental(s) at our earliest convenience before the event based on that day's scheduled route.

Generator Policy: If the lessee doesn't have correct number of electric circuits or voltage to support the rental(s) there is an automatic \$85 fee for the usage of lessor's generator.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result

of the use of said equipment unless lessors operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary power cords to reach a maximum of 100ft.
2. Deliver, set-up, and teardown all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 6 110volt/20amp electric circuits.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

Operating Procedures and Safety Rules for Inflatables

Each operator must read and understand the following instructions...

1. **Supervision by an adult trained attendant is required at all times.**
2. **Attendant shall make sure all riders are aware of the safety rules of the inflatable.**
3. The inflatables should not be operated if wind exceeds 25 mph or in rain or lightning conditions.
4. If during operation the wind becomes excessive (25mph), or it rains, unload the riders, deflate the ride and call Joyful Jumps.
5. The inflatables are not to be used when raining or wet! Please, **Do Not** spray water on the unit for any reason!
6. **No** riders allowed on the inflatable while it is being inflated or deflated.
7. All riders must remove their shoes.
8. **No** silly string, glitters, make-up, face paint or toys are allowed in the inflatables.
9. Riders should be sorted by size. Only riders of the same size should be allowed in the ride at the same time.
10. No riders under the age of 3 years old should be permitted without direct supervision from an adult.
11. Riders must remove loose or sharp objects including glasses and dangling jewelry. Glasses should be removed.
12. No food, gum, candy or drinks of any kind are allowed in or around the inflatable at any time.
13. The rated capacity should never be exceeded. The capacity of the ride is as follows:

Jump/Slide Combo Units:	Small Children: 8-10	Medium Children: 6-8	Teens or Adults: 4-6
15' Bounces:	Small Children: 8-10	Medium Children: 6-8	Teens or Adults: 4-6
Obstacle Courses:	Small Children: 4-6	Medium Children: 2-4	Teens or Adults: 2

14. The operator should assist the riders when they enter and exit the inflatable.
15. Persons shall go down slides and obstacle courses feet first, with no more than 2 riders at once.
16. **No** climbing up slides.
17. The operator should position himself/herself in close proximity to the entrance of the inflatable to ensure orderly and controlled entry and exit to and from the unit.
18. While the ride is in operation, the operator should watch the riders at all times. **No** flips, wrestling, roughhousing or horseplay should be tolerated.
19. **No** grabbing or hanging on the outside walls or roof. Anyone who does not obey the rules after being warned should be asked to exit the ride (**operators should be made to understand that they are in control of the ride...and removing someone from a ride who is not following rules is important for all riders' safety**)
20. The operator must strictly enforce the rules posted on the warning sign.

Emergency Procedures:

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide...please use common sense when an emergency occurs.

Weather:

Bad weather can arrive in the form of rain, lightning or strong wind. In each case you want to evacuate the ride as quickly and safely as possible.

- **Remain Calm!** If you panic your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion.
- After everyone has exited the ride, deflate the ride by turning off the blowers.
- Inflatable should be folded over once so that the interior is protected from the weather.

Loss of Electrical Power:

When a loss of power occurs the ride will slowly start to deflate.

- Remain Calm!** This situation tends to cause panic...unless the operator stays calm and relaxed. Talk calmly to those inside the unit telling them not to panic while you're helping them walk out.
- Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in and the ride will re-inflate.
- Contact or have someone contact Joyful Jumps at 918-504-4074 to check the problem. **Do not leave the ride unattended.**

Damage:

If the ride becomes damaged while in your operation, take the following steps.

- If the ride is ripped or otherwise begins to lose air, assist all riders from the ride and deflate it.
- Write down what happened, when, and any other details you observed and turn this report in to the Responsible Party.
- Contact Joyful Jumps at 918-504-4074 immediately. Do not attempt to continue to operate the ride.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Jessica Wing

Printed Name

Hi Jessica,

Thank you for choosing Joyful Jumps for your party! We would ask that you have a few things ready for your delivery:

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B & A Connections,

Service dates of 6/8/22, 6/9/22, 7/13/22, & 7/14/22 do not require a deposit or cancellation fee and will be invoiced on date of service net 30. We appreciate your business.

Heather Price

OFFICE MANAGER

918.504.4074

Joyful Jumps is a fully insured and state inspected company that has been doing business in Oklahoma for more than 10 years!

JUMPSOK.COM

Brown, Janet L

From: Brown, Janet L
Sent: Monday, April 25, 2022 3:38 PM
To: Smith, Casey R
Subject: CONTRACT ISSUES WITH GEORGIA'S ART AND JOYFUL JUMPS

Importance: High

Also, Georgia's Art Studio okay with net 30 terms? It just states due upon receipt.

Joyful Jumps is wanting a deposit as well as a cancelation fee. We can't do either of those things. Can you get something in writing that states they are good with that please?

I will need this information before I can take it to the contract committee.

Thank you!

Janet Brown
Board Clerk
701 South Main Street
Broken Arrow, Oklahoma 74012

(918) 259-5731

jlbrown@baschools.org



BROKEN ARROW PUBLIC SCHOOLS