

Contract Committee Review Request

**MUST BE COMPLETED IN FULL**

Date: 8-8-24

Contract/Agreement Vendor: Jonathan Bernhardt  
Name of Vendor & Contact Person  
jonathan.bernhardt@atriumhospitality.com  
Vendor Email Address  
Prom venue 2025

Summary

**BAHS Students**

Reason/Audience to benefit

09-07-24

BOE Date

50,000 plus 25%

Amount of agreement

Person Submitting Contract/Agreement for Review: Christian Welborn

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

*Christian Welborn*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Leadership Team Member:

*Shirley L. Dunn*

Funding Source: 62-874

Fund/Project

62-874

OCAS Coding

☒ Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

☐ Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

***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.***

## MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: September 9, 2024

Re: Prom 2025

---

### **SUBJECT**

Accept and approve the agreement between Broken Arrow Public Schools and Tulsa Commons Hospitality, LLC, d/b/a Renaissance Tulsa Hotel & Convention Center to hold Prom 2025. Cost to the district is up to \$50,000 plus 25% service charge. C.Welborn

### **ENCLOSURE/ATTACHMENTS**

Agreement

### **SUMMARY**

Renaissance Tulsa Hotel and Convention Center will host Prom 2025.

### **FUNDING**

Site Activity Funds

### **RECOMMENDATION**

Approve



## GROUP SALES EVENT AGREEMENT (Catering Only)

This **Group Sales Event Agreement** ("Agreement") is by and between **Broken Arrow Public Schools** ("Group" or "you" or "your(s)") and **Tulsa Commons Hospitality, LLC, d/b/a Renaissance Tulsa Hotel & Convention Center, managed by Atrium Hospitality, LP** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	Meisha Bordofske	<b>Event Name:</b>	Broken Arrow High School Prom 2025
<b>Title:</b>	Teacher / Class Sponsor	<b>Date(s) of Event:</b>	April 12 <sup>th</sup> , 2025
<b>Responsible Party:</b>	Broken Arrow Public Schools	<b>Post as:</b>	Broken Arrow High School Prom 2025
<b>Address:</b>	1901 E Albany St	<b>Hotel Contact:</b>	Jonathan Bernhardt
<b>City, State, Zip:</b>	Broken Arrow, OK	<b>Title:</b>	Sr. Sales Manager
<b>Phone:</b>	(918) 408-1773	<b>Phone:</b>	(918) 307-4025
<b>Email:</b>	mbordofske@baschools.org	<b>Email:</b>	jonathan.bernhardt@atriumhospitality.com

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

### SCHEDULE OF EVENTS

Date	Day	Start	End	Function Type	Function Space	Setup	Qty	Rental
4/12/2025	Sat	8:00 AM	6:00 PM	Client Set Up	Grand	Special	20	
4/12/2025	Sat	8:00 AM	10:00 PM	Volunteer Room	Madrid I	Rounds of 8	50	
4/12/2025	Sat	6:00 PM	10:00 PM	Volunteer Snacks	Madrid I	Rounds of 9	50	
4/12/2025	Sat	8:00 AM	12:00 AM	SPED Dinner	Seville I-II	Rounds of 6	60	
4/12/2025	Sat	6:00 PM	7:30 PM	SPED Dinner	Seville I-II	Rounds of 7	60	
4/12/2025	Sat	8:00 AM	12:00 AM	Coat Check	Strasbourg	Special	1	
4/12/2025	Sat	8:00 AM	12:00 AM	Coat Check	Venice	Special	1	
4/12/2025	Sat	8:00 AM	12:00 AM	Special	Madrid II-III	Special	1	
4/12/2025	Sat	8:00 AM	12:00 AM	Just Dance Room	Seville III	Special	30	
4/12/2025	Sat	6:00 PM	10:00 PM	Just Dance	Seville III	Special	30	
4/12/2025	Sat	8:00 AM	12:00 AM	Storage	Vienna Room	Special	1	
4/12/2025	Sat	6:00 PM	12:00 AM	Dance	Grand	Special	2,000	\$20,000++
4/12/2025	Sat	6:00 PM	10:00 PM	Reception	Grand	Special	730	

**Specific meeting rooms cannot be guaranteed and are subject to change**

#### SPECIAL CONCESSIONS

- Discounted Room Rental Fee of \$15,000.00 plus 25% taxable Service Charge
- Discounted Banquet Revenue Minimum \$15,000.00 plus 25% Service Charge and 8.517% tax (if applicable)
- Complimentary Staging, Tables, Chairs, Black Linens, and Hotel centerpieces, not to exceed Hotel inventory
- (1) Complimentary Standard Guest Room for night of Event
- 10% Discount on Audio Visual Equipment rental through LeadAV

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Banquet Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Banquet Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

**SERVICE CHARGE:** A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to

your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

**AGREED MINIMUM BANQUET REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Banquet Revenue" is **\$15,000.00**. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Banquet Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes, and service charges.

**AGREED ROOM RENTAL REVENUE:** Based on the above Schedule of Events, the "Agreed Room Rental Revenue" is **\$20,000.00**. This amount does not include taxable service charge, which are noted separately herein, and any additional requested function space shall be extra.

**FACILITIES AND SERVICES COMMITMENT:** When you contract for meeting facilities and for food and beverage services, those facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted facilities or services, the Hotel is unable to resell those facilities or services and even when the facilities or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when facilities or services may be resold, it is costly to re-market the facilities and services, and such efforts divert the attention of our sales staff from selling the Hotel's facilities and services for other times. And we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

**CANCELLATION:** It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Banquet Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

**Cancellation Fees:** Cancellation Fee is based on Agreed Minimum Banquet Revenue, Agreed Room Rental Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.) and service charges for a total amount of **\$43,750.00** plus applicable taxes.

Cancelled more than 181 days prior to arrival	50% or \$21,875.00
Cancelled 91 - 180 days prior to arrival	70% or \$30,625.00
Cancelled within 90 days prior to arrival	90% or \$39,375.00

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**DEPOSIT AND PAYMENT REQUIREMENTS:** If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement. Please note that any credit approvals will expire after 24 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account.

Date	Deposit Due
Upon return of signed Agreement to Hotel	\$15,000.00
Two weeks prior to Event	\$28,750.00
Three days prior to Event*	Remaining estimated charges

*Final deposit payment must be by cash, credit card, certified or official bank check, money order, or bank transfer with wiring instructions to be provided by hotel. Final deposit will include estimated charges plus 10% if paying by check, money order or bank transfer in consideration of added expenses during event. Master account credit will be refunded after the event within 30 days.*



Checks and money orders should be made payable to Renaissance Tulsa Hotel & Convention Center and be delivered to Renaissance Tulsa Hotel & Convention Center, Attention: Accounting Department, 6808 S. 107<sup>th</sup> E. Avenue, Tulsa, OK 74133.

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: food and beverage charges, meeting space rental charges, service charges, attrition charges, cancellation charges, charges for third-party services and/or supplies arranged through the Hotel, audio-visual charges and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Except with respect to the Hotel's exclusive audio-visual provider, a 10% administrative fee shall be included on any third-party services or supplies arranged through the Hotel. Group further agrees that all charges associated with use of the grounds, function space, facilities, and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including attorney's fees, shall be payable by Group and may be posted to the Master Account.

**TAX-EXEMPT STATUS:** If Group maintains a tax-exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**AUDIO-VISUAL EQUIPMENT:** Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee of **\$500.00** plus tax. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

**INSURANCE AND INDEMNIFICATION:** Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name **Tulsa Commons Hospitality, LLC, Renaissance Tulsa Hotel & Convention Center, and Atrium Hospitality, LP** (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

For your information only, if you do not currently have insurance to cover your Event, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. This insurance protects you for covered matters that might occur during your Event and for which you might otherwise have liability. When purchasing single event insurance, you should select general liability and property damage coverage, and name **Tulsa Commons Hospitality, LLC, Renaissance Tulsa Hotel & Convention Center, and Atrium Hospitality, LP** as additional insureds. And provide a copy of the insurance certificate to the Hotel sales team for placement in your file.

The Group shall indemnify, defend and hold harmless **Tulsa Commons Hospitality, LLC, Renaissance Tulsa Hotel & Convention Center, and Atrium Hospitality, LP** and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

**ELECTRICAL/PHONE SETUP:** All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

**OUTSIDE FOOD AND BEVERAGE:** Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. Outside food and beverage is not permitted in Hotel event space. Your catering sales manager will discuss your catering options

**SHIPPING AND RECEIVING:** Due to limitations in secured storage space, the Hotel will only accept packages as follows. Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of \_\_\_\_". Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

There will be a handling charge as follows:	
Boxes up to 36" x 24" x 24"	\$10.00 per box
Larger boxes / display cases	\$25.00 per box
Pallets	\$100.00 per pallet

**ENTIRE AGREEMENT:** This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda, and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments, and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed accepted and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **August 30<sup>th</sup>, 2024**.

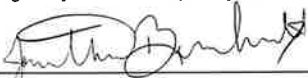
**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

GROUP:  
Broken Arrow Public Schools  
Broken Arrow High School Prom 2025  
  
By: \_\_\_\_\_  
  
Steve Allen  
Board President, Broken Arrow Public Schools

Dated: \_\_\_\_\_

HOTEL:  
Tulsa Commons Hospitality, LLC  
d/b/a Renaissance Tulsa Hotel & Convention Center,  
managed by Atrium Hospitality, LP  
By:   
\_\_\_\_\_  
Jonathan Bernhardt  
Sr. Sales Manager

Dated: 08/09/2024

By: *Narmeen Shaker*  
\_\_\_\_\_  
Narmeen Shaker  
Director of Sales and Marketing

Dated: 08/09/2024