

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 03/28/2022

Contract/Agreement Vendor: Sunshine Party Jumps - Karen Lewis

Name of Vendor & Contact Person

sunshinepartyjumps@gmail.com

Vendor Email Address

Rental of whack a mole, spaceship obstacle course, 40' obstacle course, 4 pony hops, dunk tank, and bungee jousting for BAFA Freshman Fest on Friday, May 13, 2022.

Summary

BAFA Students

Reason/Audience to benefit

April 11, 2022

BOE Date

1250.00

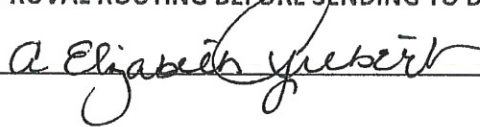
Amount of agreement

Person Submitting Contract/Agreement for Review: Heather Thatcher



PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:



Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: NO

Leadership Team Member:



Funding Source: 934-BAFA StuCo

Fund/Project

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.

Rental Agreement & Release of Liability

Sunshine Party Jumps 918-269-8163
2929 E. 104th St., Tulsa, OK 74137
www.sunshinepartyjumps.com

INVOICE:

RENTED TO:	Freshman Academy	RESERVATION DATE:	5/13/22
DELIVERY ADDRESS:	301 W. New Orleans St. Broken Arrow, OK 74011	RESERVATION TIME:	12 – 4 pm
PHONE:	918-259-4330 (Heather Thatcher)	DEPOSIT:	Will pay by ck

QUANTITY	DESCRIPTION	PRICE
1	Whack-A-Mole	\$ 175.00
1	Shuttle Obstacle Course	375.00
1	Joust Arena	300.00
1	Dunk tank	175.00
1	40' Obstacle Course	375.00
4	Pony Hops	75.00
WARNING: NO SILLY STRING. Less discount for school		-225.00
DAMAGES FROM SILLY STRING WILL		Total
RESULT IN ADDITIONAL CHARGES		(Deposit)
Amount Due		\$ 1,250.00

Cash, check or credit card accepted on delivery.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Sunshine Party Jumps, hereafter referred to as SPJ**, has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **SPJ** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, excluding those allegedly attributable to negligent acts or omissions of **SPJ**. Should **SPJ** or anyone acting on behalf of **SPJ** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **SPJ** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **SPJ**, it is agreed to do so solely in the State of Oklahoma. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **SPJ** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **SPJ** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation unless caused by the fault or negligence of **SPJ**. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I have read and understand the terms and conditions of this agreement. Including the additional terms and conditions on the following pages, and agree to be bound by them. I further warrant and represent that I am the customer and am authorized and empowered to accept delivery of the equipment and to sign this agreement.

Customer: _____
Sign Name
Print Name
Date

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from Sunshine Party Jumps Inflatable Rentals. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from Sunshine Party Jumps Inflatable Rentals before you begin use of the equipment.

Supervision: The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

Age Groups: Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER--	CHILDREN UP TO AGE 7: 10-12	SLIDE--MAXIMUM 2 PEOPLE OF
	CHILDREN AGES 8 – 12: 7-10	COMPARABLE WEIGHT,
	INDIVIDUALS OVER 12: 5-7	HEIGHT, & SIZE

Shoes/Glasses/Jewelry: All riders must REMOVE SHOES, GLASSES, and LOOSE JEWELRY before playing in the inflatable.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

Flipping/Wrestling/Piling: Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

Installation: Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

Inclement Weather: Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightning is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

Deflation: Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

Alterations: No alteration in or attachments to the inflatable unit are allowed, period.

General Misuse: Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable to rub up against any surface. Unless previously authorized by **SPJ**, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$3500-\$7000 could result.

I hereby acknowledge, as witnessed by my signature, that I declined to have a representative of Sunshine Party Jumps Inflatable Rentals read aloud to me each of the above referenced safety rules cited in this agreement. I do however agree that before commencing operation of the equipment, I will read and completely abide by the rules.

Customer: _____
 Sign Name Print Name Date

THANK YOU FOR YOUR BUSINESS!

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement, "SPJ" shall mean **Sunshine Party Jumps**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different); and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **SPJ** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as dated on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **SPJ**. If the Equipment is delivered by **SPJ** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to **SPJ** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to **SPJ** in cash immediately upon notice.

6. Weather: **SPJ** cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.

7. Delivery: **SPJ** shall deliver the Rental Equipment to the address specified by Customer as listed on the invoice page of this Agreement. Customer grants to **SPJ** true right to enter said property for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

9. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by **SPJ**. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **SPJ** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **SPJ**. Title to the rental items is and shall remain in **SPJ**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **SPJ** delivery of the items, until **SPJ** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **SPJ** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **SPJ** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **SPJ** immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **SPJ** for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 11), mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **918-269-8163**

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "**Silly String**", then a **\$500.00 fee** shall be automatically imposed by **SPJ** and shall be immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; For other questions regarding the safe installation of equipment, please call our office at **Company Phone #**. I) Do not let the inflatable unit rub up against any surface.

13. Limited Warranty: **SPJ** warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. **SPJ** sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **SPJ** determines that it does not conform to this warranty. **SPJ** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **SPJ** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment unless caused by the negligence or misconduct of **SPJ**. **SPJ** shall not be responsible for any inconvenience or expense caused by a defect or failure unknown to **SPJ** at the time of delivery.

14. Cancellation Policy: Customer will receive a full refund of deposit with cancellation at least 2 weeks prior to reservation date. If customer cancels less than 2 weeks prior to reservation date **SPJ** will keep the deposit but customer may apply it to a future rental within a 30-day period.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between **SPJ** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.



Freshman Academy Activity Fund Requisition

Date
March 28, 2022
Grade/Department
BAFA

COMPLETE VENDOR AND ADDRESS (IF REIMBURSEMENT, EMPLOYEE NAME AND EMPLOYEE #)

Sunshine Party Jumps

2929 E. 104th St., Tulsa, OK 74137

The items listed below are purchased in accordance with the Purchasing and Procurement Policy (12-4)

Heather Thatcher - StuCo

Name of Requestor/Teacher (Please print) Signature of Principal or Supervisor

FY	FUND	ACCOUNT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB	SITE

ACTIVITY FUND DEPT ONLY
DATE RECEIVED
VENDOR NUMBER
P.O. NUMBER

QTY	Model or Stock Number	NAME AND DESCRIPTION	UNIT COST	EXTENSION
1		Whack A Mole	\$175.00	
1		Space Obstacle Course	\$375.00	
1		Dunk Tank	\$175.00	
1		Jousting Arena	\$300.00	
1		40' obstacle course	\$375.00	
4		Pony Hops	\$75.00	
		School Discount	-\$225.00	

Freight is automatically calculated at 10%. If freight is different than 10%, enter correct amount in the "Unit Cost" field. If no freight charge, enter "0" in the "Unit Cost" field. →

TOTAL COST \$1,250.00

SITE WILL DISTRIBUTE PO TO VENDOR

Technology approval signature Payroll approval signature

MEMORANDUM

To: Dr. Chuck Perry

From: Heather Thatcher

Date: March 31, 2022

Re: Sunshine Party Jumps

SUBJECT

Accept and approve the agreement between Broken Arrow Public Schools and Sunshine party jumps for Freshman Fest on May 13, 2022.

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

The cost of \$1250.00 is quoted for the Freshman Fest event located on the Broken Arrow Freshman Academy football field and will be paid for by the Student Activities BAFA Student Council account 934. The date of service will be on Friday, May 13, 2022. The vendor will provide a spaceship obstacle course, 40' obstacle course, bungee arena jousting, dunk tank, 4 Pony Hops, and whack a mole.

FUNDING

BAFA Student Activity Fund Account 934, Student Council

RECOMMENDATION

Approve