

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 2.28.2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

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:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Forest Ridge Golf Club who will provide the venue, tables, chairs, catered breakfast and lunch, including beverages, for the 2024-2025 BOE retreat. The cost to the District is \$800.00 and paid for with activity funds. J. Brown

Cameron Milam @ 1 + (817) 673-9604.

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.



FOREST RIDGE GOLF CLUB

7501 E. Kenosha | Broken Arrow, OK, 74014 | P: (918) 357-2426

EVENT CONTRACT

General Information

Client Name (the "Client"):

Broken Arrow Public Schools

Event Name (the "Event"):

Board of Education Retreat

Date and Time of Event:

June 5th and June 6th 7am – 5pm each day

Number of Guests:

15 to 20

Room Use:

Glass Veranda

Services:

Club Member: Yes No

Room Rental Fee Amount: \$ 400.00 Per Day

Event Deposit Amount: \$ **DEPOSIT WAIVED**

Special Instructions / Amendments: **Final Payment for Event due within 30 days after receiving final invoice for event**

Event Contacts

Contact Person	Role	Phone	Email
Cameron Milam	Director of Events	918-357-4413	c.milam@forestridge.com

Terms and Conditions

Thank you for booking your upcoming event at the Forest Ridge (the "Club"). This contract serves as an agreement of distribution, services, and compensation in the planning of the Event (the "Contract"), which will be held on the date and time, and in the location referenced above.

Reservation of Your Date and Payment Policy.

A room rental fee and/or deposit is required to secure a reservation for the Event. We cannot reserve any date until the full room rental fee and/or deposit has been received.

Thirty (30) days prior to the Event, fifty percent (50%) of the food minimum is due. If you would like this amount to be charged to the credit card on file, please notify the Club.

Seven (7) days prior to the Event, fifty percent (50%) of the estimated remaining balance is due. If you would like this amount to be charged to the credit card on file, please notify the Club.

The final Event balance must be paid the day of the event. If payment is not received timely, the Club will charge the full amount of the final bill to the credit card on file.

Cancellation Policy.

The parties agree that the Event will generate revenue for the Club from a variety of sources, including, but not limited to, food and beverage charges that would be incurred by the Client. In the event the Client does not fulfill all of its commitments of this Contract or cancels the Event in its entirety, the Club will suffer damages that will be difficult to determine. The Parties agree that the Attrition and Cancellation clause provides for liquidated damages that are a reasonable estimate of the Club's losses and do not constitute a penalty of any kind.

Cancellation of the Contract for any reason, other than pursuant to the *force majeure* clause of this Contract, prior to ninety (90) days prior to the Event date will result in forfeiture of the deposit.

Cancellation of the Contract for any reason, other than pursuant to the *force majeure* clause of this Contract, less than ninety (90) days prior to the Event date will result in a forfeiture of the deposit and all payments made at the time of cancellation.

Cancellation of the Contract for any reason, other than pursuant to the *force majeure* clause of this Contract, less than thirty (30) days prior to the Event date will result in a forfeiture of the deposit and all payments made at the time of cancellation. Furthermore, a charge of fifty percent (50%) of all expected revenues from the Event will be charged to the credit card on file.

Cancellation of the Contract for any reason, other than pursuant to the *force majeure* clause of this Contract, in ten (10) or less days prior to the Event date will result in a forfeiture of the deposit and all payments made at the time of cancellation. Furthermore, one hundred percent (100%) of the entire event balance will be charged to the credit card on file.

The Club reserves the right to cancel the Event at any time (including during the Event) if the Client is in violation of this Contract; if the rules of the Club are not observed by the Client or Client's guests, invitees, employees, agents, or representatives; or if the Event is of a nature not suitable to the Club.

Food and Beverage.

All food and beverage selections for any event exceeding fifty (50) people must be submitted to the Sales Department no later than one (1) month prior to the Event date. All food and beverage prices are subject to all applicable State and local sales taxes.

Lunch menus are not available for evening events. Dietary substitutions are available upon request. Entrée selections are limited to two (2) choices.

In the event that any of the Event attendees have food allergies, Client shall inform Club of the names of such persons, seating location or other identifying information, and the nature of their allergies, in order for the Club to take the necessary precautions when preparing their food. Should you not provide the names of the Event attendees, seating location or other identifying information, and the nature of their allergies, Client shall indemnify and hold the Club and Ob Sports Golf Management, LLC ("**Ob Sports**") harmless from, and against, any and all liability or claim of liability for any personal injury that should occur as a direct result of the allergy.

Outside caterers or food products prepared off Club property are not permitted without the express written consent of the Club.

In the event that there is food remaining from your Event, it cannot be removed from the Event room or Club property by any Event attendee due to Health Regulations.

The sale and service of alcoholic beverages is strictly regulated by the State Liquor Control Board. As a licensee, the Club is responsible for the administration of these regulations. The Club requests the Client's cooperation in enforcing the law by not bringing any alcoholic beverages into the Club from outside sources without written permission from the Club. If the Club determines that the Client or any of the Client's guests, invitees, employees, agents, or representatives has brought alcohol inside the Club without written permission, the Client will be charged a One Thousand Dollar (\$1,000) fee. Furthermore, no alcohol will be served without proper I.D., no alcohol may be served or shared with a minor, and the Club reserves the right, in its own discretion, to limit and control the amount of alcoholic beverages consumed by Client and/or Client's guests/invitees. The Club reserves the right to immediately terminate the Event upon evidence of minors consuming alcohol of any kind and will charge the Client a One Thousand Dollar (\$1,000) fee.

Smoking Policy.

By state law, the Club is a non-smoking facility. Smoking is strictly prohibited in all areas inside of the Club. Smoking is only permitted in designated outdoor areas.

Client Responsibilities.

1. No staples, nails, or damaging attachments may be used on Club property for installation of décor for the Event. Nothing may be tacked, pinned, or taped to walls. Loose glitter, confetti, or sequins are not permitted on Club property. Client will leave the

property in as good of a condition and repair as found prior to the Event or a Five Hundred (\$500) cleaning fee will be charged after the Event.

2. Client must assign one person as the "Contact Person." Only the assigned Contact Person is authorized to make changes to the Event. If Client assigns a different person as the Contact Person, the Client must first inform the Club event coordinator of the new person's name and contact information. In order to provide you with a successful event and to avoid confusion, any changes to the Event must be communicated with the Club's **event coordinator**.

3. Client will not use any items in the Event space that creates any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Club. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Client agrees to pay any expense incurred by the Club as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

4. Client assumes full responsibility for the conduct of all guests, invitees, employees, independent contractors, agents, and representatives in attendance of the Event, and shall ensure that all act in accordance with all local and state laws, regulations and ordinances, as well as Club rules and policies.

5. For Parties in Excess of 25 People -- Provide insurance for the Event as follows:

- Client shall obtain not less than **One Million Dollars (\$1,000,000)** in comprehensive general liability insurance, including coverage for personal injury and property damage, for Client and all of Client's guests, invitees, independent contractors, employees, agents, or representatives participating in the Event and any activities covered by this Contract.
- Client shall require all other individuals or entities hired for the event to either carry their own policies for a minimum of **One Million Dollars (\$1,000,000)** in comprehensive general liability insurance coverage, or demonstrate such coverage for all such persons and entities under Client's coverage.
- The Club and Troon shall be named as additional insureds under the Client's insurance (if applicable) and the insurance policies required of all other(s) as described above. Certificates of such insurance coverage shall be provided to the Club at least **ten (10) business days** prior to the Event date. Failure to deliver valid certificates of insurance within that time period shall be grounds for the Club to consider the Event cancelled without return of any deposits or other payments already paid by Client. Furthermore, the Club may require full payment of all expenses incurred to the date of cancellation.

6. If applicable, in no less than **five (5) days** prior to the Event date, Client will provide the Club with the identities and requested times of entrance and exit of any agents, vendors, or independent contractors of the Client working on behalf of the Client in connection with the event who will need access to Club property for set up and/or breakdown and cleanup.

Club Responsibilities.

1. Club shall provide for the use of Club property as described herein for the Event on the date and time agreed to.

2. Club shall provide entry and exit to the premises for Client and Client's guests, invitees, employees, agents, and representatives in connection with the Event. However, Club reserves the right to exclude or eject any and all objectionable persons from the Event or Club property at its sole discretion and without liability.

Contracted Vendors and Performers.

All contracted vendors and/or performers are considered independent contractors of Client. The Club shall not honor any demands or arrangements made for or by Client's independent contractors or any other third-party.

The use of amplified music or voice on Club property, outside of the rented space is prohibited.

All vendors and/or performers are expected to be set-up one (1)-hour prior to the start of the Event and must vacate Club property within one (1)-hour after the conclusion of the Event.

If the Client hires a personal wedding/event planner (also considered Client's independent contractor), that person cannot interfere with the Club's staff or Club policies and procedures.

Decorations, Displays, Entertainment.

The Club's Sales Department will be pleased to assist Client in recommending flowers, decorations, centerpieces, musicians, or any entertainment to compliment the Event. Any additional decorations or vendor fees will be subject to the Client's own expense. Any and all displays and decorations are subject to approval by a representative of the Club.

Delivery and set up time for centerpieces, flowers, favors, decoration, displays, etc. is up to **six (6) hours** prior to the Event. Client and/or Client's vendors are responsible for placing any arrangements, decorations, displays, etc. in the appropriate locations. The Club will not move any arrangements, decorations, displays, etc. All arrangements, decorations, displays, etc. must be removed within **one (1)-hour** of the conclusion of the Event.

Use of open-flame candles is prohibited unless candles are used with a hurricane glass or a votive surrounding the flame.

Please inform the Club if you will have party favors at the Event. Please note that the distribution of alcoholic beverages as favors is not permitted.

Linen and Audio/Visual.

The Club provides a choice of linen table clothes and linen napkins. Specialty linens may be rented with an outside vendor at the Client's own expense. Please contact the Club's Sales Department prior to renting specialty linens or other items.

Audio/visual aids are available for rental through the Club's Sales Department. The Club requires advance notice for the pricing quotes and guarantee of availability.

Specialty Cakes.

Client may bring in its own specialty cake from an outside vendor. Delivery and set up time is up to six (6) hours prior to the Event. When the cake is delivered, it must be placed in the exact designated area by the vendor. The Club will not move the cake. Due to limited space, the Club is unable to store Client's cake or cake pillars, etc. in advance of or upon conclusion of the Event without making necessary advance arrangements with the Club.

Force Majeure.

No Party will be liable to the other Party, nor be deemed to be in default of or to have breached this Contract, for any failure in fulfilling or performing any term of this Contract when such failure or delay is caused by or results from the following, but not limited to, Force Majeure Events: acts of God; acts of the public enemy; outbreak of disease, contagion, or plague that causes local, state, or federal authorities to order cancellation of group events or closure of the Club; political unrest or civil disorder; acts of war, including armed conflict; action by any governmental authority; acts or threats of terrorism or public safety that are substantiated by governmental warnings or advisories; flood; fire; earthquake; hurricane; explosion; strikes; shortage or disruption of the power supply or other essential utilities; and/or any other causes beyond either Party's control, which could not be prevented and without fault or negligence of the Party so affected, making it inadvisable, illegal, impossible, or impracticable for the impacted Party to perform its contractual obligations. The Party cancelling due to Force Majeure Events must provide the other Party notice immediately upon discovery of the Force Majeure Event. Upon said cancellation, both Parties will cooperate with one another and make every effort possible to reschedule the Event within a reasonable amount of time and all deposits and/or payments will be transferred to the new Event date.

Liability and Damage Policy.

Client assumes all risks and hazards, now or in the future, whether known or unknown, arising out of or connected with the Event or this Contract, to the extent caused or contributed to by the negligence of the Client or Client's guests, invitees, employees, independent contractors, agents, or representatives, and hereby agree to forever waive, release, discharge, indemnify, and hold harmless the Club and Ob Sports, as well as each of their respective owners, principals, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the "Released Parties") from any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys' fees and costs arising out of or in connection with any illness, personal injury, death, or property damage claims, whether or not adjudged to be foreseeable, which may now or hereafter be brought against the Released Parties. Client further acknowledges and agrees that the foregoing covenants are contractually binding, are not mere recitals, and that should Client or Client's guests, invitees, employees, independent contractors, agents, or representatives assert any claim in contravention of this Contract, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties.

Infectious Disease or Virus Indemnification.

Client acknowledges that attendance at the Event will cause attendees and others to be near and in contact with staff, guests, and other persons, which raises the risk of exposure to infectious disease or virus, including, but not limited to, COVID-19, and Client hereby agrees to accept and assume any and all risks associated with public activities during a pandemic, whether caused by the negligence of the Released Parties or otherwise. Client also understands that compliance with pandemic protective measures do not guarantee safety against exposure and the possibility of contracting an infectious disease or virus, including, but not limited to, COVID-19. Client agrees to indemnify and hold harmless the Released Parties for any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys' fees and costs arising out of or in connection with exposure to COVID-19 or any other disease or virus that may cause illness, personal injury, or death to Client and/or Client's guests, invitees, employees, independent contractors, agents, and/or representatives.

Waiver.

No portion of this Contract may be modified orally and no waiver of any provision herein will be granted. This Contract supersedes any and all other agreements or arrangements, verbal or otherwise, between the Club and Client.

This Contract is not inclusive of Club policies and may be revised at any time. The Club will inform you, in writing, of any changes or additions in an addendum or amendment.

Governing Law.

This Contract shall be governed by and interpreted in accordance with the laws of the State of STATE without regard to its conflict of law rules. The Client and the Club further consent to and agree upon exclusive jurisdiction and venue in either the federal courts sitting in a United States District Court in the State of **Oklahoma**, unless no federal subject matter jurisdiction exists, then in the Superior Court of the State of **Oklahoma**.

By signing this Contract, you are in agreement with all of the foregoing terms and conditions. Furthermore, you are in agreement to the payment schedule outlined within this Contract and are therefore accountable for all outlined payments and due dates.

CLIENT:

[NAME]

Authorized Signature

Print Name (if different from Client)

Title: _____

Date: _____

CLUB:

Forest Ridge

Signature

Cameron Milam

Print Name

Title: Director of Events

Date: 02/27/2024

