



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 1/10/2024

Contract/Agreement Vendor:

Quiet Events / Chris Arsenault

Name of Vendor & Contact Person

chris@quietevents.com

Vendor Email Address

Quiet Events will provide entertainment for project graduation

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.

BAHS Students

Reason/Audience to benefit

02/12/2024

BOE Date

\$ 1,395.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Carolyn Harger

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:

Cabinet Team Member:

Funding Source: 62-878

Fund/Project

878-2199-337-900-0000-000-720

OCAS Coding

☐ Consent

☐ Action

Quiet Events will provide entertainment at project graduation for graduating seniors.

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.



MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: February 12, 2024

Re: Quiet Events

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the agreement between Quiet Events and Broken Arrow Public Schools to serve as entertainment for project graduation at a rate of \$1395. C. Welborn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Quiet Events will provide entertainment for project graduations on May 14, 2024

FUNDING

Activity Funds

RECOMMENDATION

Approve



Estimate #: 26717

CUSTOMER INFO

Billing Address:

Carolyn Harger
Broken Arrow High School
c/o Carolyn Harger
1901 E. Albany
Broken Arrow, OK. 74012
Phone: 918-259-8570
Email: Charger@baschools.org

SHIP TO

Carolyn Harger
Broken Arrow High School
c/o Carolyn Harger
1901 E. Albany
Broken Arrow, OK. 74012

Ship Date #: 05/03/2024

Event Date: MAY 14

Shipped From: VEGAS

PRODUCT / SERVICE	QTY	RATE	AMOUNT
Rentals:Dual Mobile Transmitter 12-16 hour internal battery (fully charged) Lapel Microphone (On/Off Switch) 1/8 inch connection (Headphone Jack) - wires included Bluetooth (Connect Phone to stream music) Belt Clip-on transmitter 1 Channel per transmitter	3	50.00	150.00T
Each transmitter controls 1 channel that can broadcast audio to unlimited headphones. (We recommend 3 channels: blue, red and green for the best party experience) Demonstration Video: https://rentals.quietevents.com/how-to-videos/			
Rentals:3 CH Party Style Headphones Premium 3 Channel Glowing Party Style Headphone - 10 to 12 hours of continuous use (pre-charged) - Learn more: https://rentals.quietevents.com/how-to-videos/	200	7.00	1,400.00T
Extra Headphones We understand planning for events is challenging. As a courtesy, we provide 2 extra headphones in each bin just in case a few more people show up unexpectedly. These are not to keep and will still be charged as missing headphones if are not returned with the rental.	8	0.00	0.00T
Charges:Expedited Charge If the agreement is not signed outside of 10 days before the event there's an expedited fee of \$50 for less than 100 headphones. For every 101+ headphones rented it will be \$100 ***If Rental is requested a day before the event, same day of event or pick up same day there is a \$250 Expedited fee + \$1 per headphone will be charged***	0	0.00	0.00T
Charges:1K+ CC Fee For orders exceeding \$1,000 there is a credit card processing fee of 2.5%. Payment options with no fee: ACH, Wire, eCheck, Check	1	0.00	0.00
FREE SHIPPING FREE Round trip FedEx Ground shipping - Only applies on orders with deposits made 10 business days before the event date - Verify the shipping address above. Any changes mid-shipment incur a \$20 per bin charge - MUST ship back in the cardboard box that was sent with the Equipment Bin. If sent back without it will be \$20 per box.	1	0.00	0.00T

Return labels & zip ties are in the folder supplied in the bin. Drop off at a FedEx location or call FEDEX 1 (800) 463-3339 for pickup.

(DROP OFF AT FEDEX BY THE 2ND BUSINESS DAY AFTER THE EVENT TO AVOID LATE CHARGES)

Rentals: Rental Only Notes

0 0.00 0.00

EQUIPMENT MINIMUM BETWEEN HEADPHONES AND TRANSMITTER MUST REACH \$280

► **EVENT DETAILS**

◦ Brief Overview: SCHOOL PRIVATE SILENT DISCO

► **EQUIPMENT:**

◦ Headphone Style : PARTY STYLE

► **RESPONSIBILITY**

◦ Loss Prevention System: CLIENT WILL HANDLE

► **SHIPPING:**

◦ # of shipping bins: 6

◦ FEDEX Signature Required? No - If Yes \$6 fee applies

► **DISCOUNTS:**

◦ RETURNING 10%

** Additional charges will be incurred if any equipment is lost, damaged or stolen. Detailed costs are included in your rental agreement.

► **Quote overview**

◦ Party Expert: CHRIS

◦ Date & Time revised: 1/9/2024

NEXT STEP

Complete Agreement:

<https://signnow.com/s/ltSjeOK9>

ESTIMATE TOTAL

1,550.00

DISCOUNT

-155.00

TAX

0.00

ESTIMATE TOTAL

USD 1,395.00

NEXT STEP: Complete the Rental Agreement Net 30 days

<http://rentals.quieteevents.com/agreement>

QUIET EVENTS EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "Agreement") is entered into as set forth on _____ (the "Effective Date"), by and between **Quiet Events Inc.**, a New York State corporation with an address at 21-35 32nd Street, Astoria, NY, 11105 (the "Company"), and

_____, agreeing to enter the rental agreement (the "Customer"). Company and Customer are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Customer desires to rent the "Equipment" from Company in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

TERMS

RENTAL EQUIPMENT. The Company hereby agrees to rent to Customer specific audio and audiovisual Equipment as set forth (a) in the invoice sent by the Company to the Customer (the "Invoice") and (ii) in the rental Equipment breakdown list in Exhibit A, annexed hereto and made a part hereof (the "Equipment").

RENTAL PRICE. Customer shall pay Company a total payment that is outlined on the invoice provided by Quiet Events for the rental of the Equipment for the Term as set forth in the invoice and any lost or damaged equipment as outlined in Exhibit A, annexed hereto and made a part hereof (the "Fee").

SECURITY DEPOSIT. Customer agrees that Company may charge Customer a refundable security deposit, depending on the type and quantity of Equipment and as set forth in Exhibit B, annexed hereto and made a part hereof (the "Security Deposit"). In the event the Company charges the Customer a Security Deposit, the Company shall return such Security Deposit to the Customer within three to five (3-5) business days from the Customer's return of the Equipment. Notwithstanding the foregoing, the Company may, in its discretion, apply the whole Security Deposit, or any portion thereof, against any damages to the Equipment sustained during Customer's possession of the Equipment. The Parties agree that any Security Deposit set forth under Exhibit B, if any, shall not bear interest during the Company's possession of the Security Deposit. Company shall advise Customer of any withholding of any portion of the Security Deposit prior to such withholding.

NON-SUFFICIENT FUNDS. Customer agrees that Company may charge Customer two hundred and fifty dollars (\$250.00) for each check returned to Company for lack of sufficient funds.

RISK OF LOSS OR DAMAGE. The Customer hereby (a) assumes all risks of loss or damage to the Equipment, regardless of cause, and (b) agrees to return the Equipment to the Company in the condition that Customer received the Equipment from the Company, excepting any "ordinary wear and tear". The Customer agrees that the Company or the Company's appointed agent shall have sole discretion in determining the scope of

such “ordinary wear and tear”. The Customer further agrees that any determinations by the Company or the Company’s agent of the scope of ordinary wear and tear shall be final.

RENTAL TERM. This Agreement shall commence on the Effective Date and terminate upon Customer’s return of the Equipment in fully working condition to Company’s possession (the “Term”). The Customer agrees that the Company may terminate this Agreement for any reason prior to the expiration of the term. The Company reserves the right to maintain and take possession of the rental. If the termination is acted upon by the Customer more than 48 hours prior to shipment, all but the 20% non-refundable charge will be refunded. No refunds are provided for cancelations or rescheduling of dates within 48 hours of the event date.

CARE AND OPERATION OF EQUIPMENT. The Customer agrees to use the Equipment in a careful and proper manner. The Customer further agrees only to use the Equipment as is and must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any.

MAINTENANCE, REPAIR. Customer and/or Customer’s clients shall maintain the Equipment in good operating condition, allowing for reasonable wear and tear.

BRANDING. The Customer shall not place any stickers, tape, or other adhesive materials on the headphones unless applied by the Company. An additional charge of \$3.50 per headphone if Customer and/or Customer’s clients fail to adhere to these terms.

COMPANY’S RIGHT OF INSPECTION. The Company shall have the right to inspect the Equipment at any time during the Customer’s regular business hours.

RETURN OF EQUIPMENT. At the end of the rental period, the Customer shall return/ship the Equipment to the Company at the Customer’s expense unless otherwise outlined on the invoice. Equipment must be shipped back within two (2) business days after the Customer’s scheduled event (Shipping labels are provided). If Customer does not return the Equipment in such time period, Company shall charge Customer a late fee of one hundred dollars (\$100) plus an additional late fee of two dollars (\$2) per headset per day that Customer fails to ship/return to Company on time.

ACCEPTANCE OF EQUIPMENT. In the event that the Customer rents the Equipment and does not simultaneously hire a member of the Company’s staff to oversee such rental of the Equipment, the Customer shall inspect each item of Equipment delivered by the Company pursuant to this Agreement. The Customer shall immediately notify the Company of any discrepancies between any received item(s) of Equipment and the description of the Equipment set forth in the invoice. If Customer fails to provide such notice in writing within two (2) calendar days after the Company’s delivery of the Equipment to Customer or before the event date, the Customer will be conclusively presumed to have accepted the Equipment as specified in the invoice.

FAILURE TO PERFORM. In the event that Customer rents the Equipment and does not simultaneously hire a member of Company’s staff to oversee such rental of the Equipment, and Customer discovers a defect in the Equipment after Customer’s initial acceptance of the Equipment, Customer shall be responsible and correct any such defect at its sole expense. Company shall not be liable for any defect in Equipment for any reason, and such Equipment shall remain on rental unless a dispensation is granted in writing by Company to waive

the Fee for the period of non-performance. The Company will not be held responsible for errors or omissions due to the Customer's lack of operational or technical capability.

REPRESENTATIONS AND WARRANTIES.

1. Customer represents and warrants that:
 - a. Any and all information, including, but not limited to, applications, statements, trade references, and financial reports, submitted to the Company are true and accurate. Customer recognizes and agrees that any material misrepresentation contained within such information shall constitute default under this Agreement and
 - b. Customer shall only use the Equipment for lawful purposes.

INDEMNITY OF COMPANY FOR LOSS OR DAMAGES. In the event that either (a) Customer returns any of the Equipment damaged, or (b) loses any of the Equipment, the Customer be subject to the terms of this Agreement and outlined in Exhibit A

LIABILITY AND INDEMNITY.

1. Liability. Customer agrees to assume all liability for injury, disability, and death of any persons and any injury to property to the extent arising from or caused by the Customer's operating, handling, or transporting of the Equipment during the Term of this Agreement. Company shall be not be liable for any indirect, incidental, special or consequential damages of any kind, including (without limitation) injury to persons or property, lost business, lost savings, lost data, and lost or anticipated profits, business interruption, loss of business information, or any other pecuniary loss regardless of the cause and arising out of or related to this Agreement, except as a result of willful misconduct, gross negligence, illegal actions on the part of the company.

2. Indemnification. Customer agrees to fully indemnify, defend and hold harmless Company and all of Company's affiliates and subsidiaries, directors, officers, agents, representatives and employees against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, made against Company arising, whether directly or indirectly, out of Customer's failure to adhere to the provisions of this Agreement. Customer further hereby indemnifies Company and all of Company's affiliates and subsidiaries, directors, officers, agents, representatives and employees for any and all claims filed against Customer by any third party. In the event Company must defend any third-party action arising from Customer's use of the Equipment, Customer Consultant shall be obligated to promptly reimburse Company for all reasonable expenses resulting from, or in connection with such action.

RIGHTS ON DEFAULT. In the event that Customer defaults on any of the Terms set forth in this Agreement, Company may, without notice to Customer, (a) take possession of the Equipment as provided by law, and (b) deduct any such costs of recovering the Equipment, including, but not limited to attorney fees and legal costs, repair, and related costs from the Security Deposit, and hold the Customer responsible for any deficiency. Company shall be obligated to re-rent the Equipment, or otherwise mitigate any such damages from Customer's default only as required by law.

NOTICE. All notices required or permitted under this rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this rental.

ASSIGNMENT. Customer shall not assign any interest in, or any responsibilities set forth in this Agreement or the Equipment, or permit the Equipment to be used by anyone other than the Customer or Customer's employees without Company's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the Parties. All previous representations and undertakings, whether oral or written, have been merged herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be amended or discharged, nor may any provision be waived, except by an agreement in writing signed by both Parties.

GOVERNING LAW. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of the State of New York, excluding its choice of Law principles.

SEVERABILITY. If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

Force Majeure Cancellation. Either party may terminate its performance obligations without liability to the extent its performance is affected by acts or occurrences beyond its control that make it impossible, illegal, unsafe, or commercially impracticable to hold the Program or for the Vendor to provide the services. The acts or occurrences that trigger the right of either party to terminate this Agreement under the terms of this section include but are not limited to, acts of God, war, civil authority, or Federal/State/Local government regulation (including advisories, quarantines and curfews), pandemic, epidemic, CDC Level 3 advisory, natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation affecting key attendees of Program, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participant's health or safety, or affecting a party's performance. This Agreement may be terminated without penalty for any one or more of such reasons upon written notice from one party to the other. Should this Agreement be terminated according to the terms in this Section, Vendor will return to CSI any payments previously paid by CSI to Vendor, less any non-recoverable and other out-of-pocket costs Vendor has paid or is obligated to pay to Vendor's suppliers and subcontractors, so long as such costs are supported by reasonable documentation.

I have read and accept the terms and agreement set forth by the Quiet Events Rental Agreement above.

Signature

Title

Print Name

Date

EXHIBIT A

Equipment

Items below are in effect if not specifically outlined otherwise on the client invoice.

Equipment	Lost/Unusable	Damaged
Headset/Belt Clips	\$50	\$25
Headphone pads	\$5	\$3
Charger	\$30	\$15
Charger wire	\$20	\$15
Transmitter	\$150	\$100
Transmitter Power cable	\$100	\$50
Transmitter Wires & Attachments	\$20	\$10
NFC / CC Swiper - Bluetooth	\$175	\$175
ID Binder	\$100	\$50
ID Binder cards	\$4	\$2
Bin	\$50	\$25
MP3 Players	\$50	\$25
iPad	\$350	\$250
Microphone	\$100	\$50
Mixer	\$175	\$75
Hotspot	\$250	\$100
Other items (added to retail price)	20%	10%

EXHIBIT B

Security Deposit

Items below are in effect if not specifically outlined otherwise on the client invoice.

Equipment	Security Deposit
Headphones / Belt Clips: 0-30	\$0
Headphones / Belt Clips: 31 - 100	\$0
Headphones / Belt Clips: 101-200	\$0
Headphones / Belt Clips: 201-300	\$0
Headphones / Belt Clips: 301 +	\$0
Tablets	Additional \$300 each

PAYMENT METHODS

PAYMENTS. 20% of the Fee will be charged upfront to secure your rental, and the remaining balance of the Rental Price will be charged five (5) calendar days prior to our shipment of the equipment.

Check:

Mail to: Quiet Events, 21-35 32nd Street, Astoria, NY, 11105

Must be received within 5 business days of shipment and cleared.

(Checks are not accepted if the event is within 2 weeks of the agreement being signed to fully clear)

ACH / Wire:

Account Name: Quiet Events Inc.

Bank: JPM Chase

SWIFT: CHASUS33

Routing 021000021

Account: 532835199

E-Check: Email to: Info@QuietEvents.com

Zelle Payment

Email to Will@quietevents.com

Credit Card: (NOTE: 2.5% Fee for orders \$1,000+)

INVOICE DETAILS

Estimate (#####): _____ Sales Expert: _____

Original Requestor's:

Name: _____ Email: _____ Phone #: _____

CREDIT CARD AUTHORIZATION FORM

This Credit Card Authorization Form grants Quiet Events Inc. the authority to charge the rental fee and shall be governed by the terms of, and incorporated by reference into, the Equipment Rental Agreement between Quiet Events Inc. and the "Customer", dated as outlined on the invoice (the "Agreement"). All capitalized terms used herein but not defined shall have the meaning ascribed to them in the Equipment Rental Agreement. Other than as explicitly described in this Credit Card Authorization Form, the terms and conditions of Customer's payment of the Fee to Company under this Credit Card Authorization Form shall be governed by the terms of the Equipment Rental Agreement.

Full Name: _____

Email: _____ Phone Number: _____

Billing Address: _____

Shipping Address (If different than Billing) _____

CC #: _____ Expire: _____ CSC _____ Billing Zip _____

WAIVERS & DOCUMENTS

SHIPPING SIGNATURE WAIVER

I understand that Quiet Events **DOES NOT** require a signature to leave the equipment at your office/home if someone is not present to receive the packages. Requiring a signature will result in the shipping service making sure they hand the equipment to someone.

Signature NOT required: The package will be left unattended and is susceptible to theft and natural elements like rain that will damage the equipment. You will be liable for the missing/damaged equipment.

Signature Required: (ADDITIONAL \$6 CHARGE) If a person is not present to receive the equipment, the delivery person will attempt the following business day. This may result in a delay in receiving the equipment and for you to miss your event date. Quiet Events is not liable for any damages due to delayed receipt of the equipment from redelivery.

ATTACH DOCUMENTS:

1) PHOTO ID:

2) Do you have a Corporate Tax ID or Reseller's ID?

YES:

NO: Upload a utility bill with your address

3) Are you a nonprofit?

YES: Upload 501c3 document

NO

4) Are you an active Military or Retired Veteran

YES: Upload Active ID Card or DOD Form (Department of Defense 214 Form)

NO: