

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/5/2021

Contract/Agreement Vendor: Broken Arrow Wrestling Club
Name of Vendor & Contact Person
rcjones@baschools.org
Vendor Email Address
Lease Agreement

Summary
District
Reason/Audience to benefit
10/11/2021 \$350.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Larry Shackelford

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Larry Shackelford

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: No

Leadership Team Member: _____

Funding Source: NA _____
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.

MEMORANDUM

To: Dr. Janet Vinson

From: Larry Shackelford

Date: October 11th, 2021

Re: Renewal Agreement – Broken Arrow Wrestling Club Lease Agreement

SUBJECT

Accept and Approve the NEW lease agreement between Broken Arrow Public Schools and the Broken Arrow Wrestling Club who will lease wrestling space at BAHS. The lease term is from September 2021 until February of 2022 and they will pay BAPS \$350.00 flat rate for scheduled practices. There is no cost to the district. L. Shackelford

SUMMARY

The lease term is September 2021 to February 2022: \$350 flat rate for scheduled practices, based on terms of the contract. Any additional events or practices will incur additional costs. This amount does not include the cost of custodial services during practices. Custodial services may be requested or at any point deemed necessary by the Lessor at an additional cost of \$35.00 per hour. Lessee shall use the premises only during scheduled times noted in the lease agreement, with the exception of Holidays, between the hours of 6PM to 8PM. Lessee may renew for additional terms, but will need to be brought before the Board of Education for approval.

FUNDING

N/A

RECOMMENDATION

Approve

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 14th day of September 2021, between INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a BROKEN ARROW PUBLIC SCHOOLS ("Lessor") and Broken Arrow Wrestling Club. ("Lessee").

1. **Leased Premises.** In consideration of the rent to be paid and the covenants to be performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from the Lessor, the Leased Premises described below, together with the non-exclusive right to use adjacent parking facilities and the common areas in the building in which the Leased Premises are located. Lessor hereby represents and warrants that, as of the date of this Agreement, Lessor owns fee simple title to the Leased Premises and the Leased Premises is not subject to any restrictions, encumbrances or other title matters that could adversely affect Lessee's intended use of the Leased Premises. The "Leased Premises" shall consist of the following:

Approximately 18,000 square feet of gym space referred to as the wrestling room, to include use of nearby restrooms, in the facility known as the High School, 1901 East Albany, Broken Arrow, Oklahoma.

A floor plan of the Leased Premises is attached hereto as Exhibit "A" and incorporated herein.

2. **Term.** The initial term of this Agreement shall begin on the date hereof and end on February 28, 2022. Lessee may renew for additional terms. The renewal term shall be brought before the Board of Education.

3. **Rent.** Lessee agrees to pay to Lessor the full amount upon receipt of invoice at the conclusion of season as rent for the use and occupancy of the Leased Premises. This amount includes the cost of utilities defined as electricity, gas, water, sewer, and trash. This amount does not include the cost of custodial services during practices. Custodial services may be requested or at any point deemed necessary by Lessor at an additional cost of the current hourly rate of \$35 per hour. In no event shall rent be decreased for any subsequent Renewal Term. All rent shall be paid without counterclaim, offset or deduction. Youth group to be give a discount flat rate of the following:

September 2021 to February 2022: \$350 flat rate for scheduled practices, based on terms of contract. Any additional events or practices will incur additional costs.

4. **Use of Premises.** Lessee shall use the Leased Premises only during scheduled times Monday through Friday, with the exception of holidays, between the hours of 6 P.M. to 8 P.M. Lessee agrees to comply with all local, state, and federal laws and ordinances relating to Lessee's use and occupancy of the Leased Premises. Lessee shall comply with all current rules and regulations and those established from time to time by Lessor, provided such additional or amended rules and regulations do not impair Lessee's rights under this Agreement or increase Lessee's obligations under this Agreement without Lessee's consent. Lessee agrees to assist with setup and/or teardown for their events in the case that there are other late events prior to or early events directly after requiring assistance.

7. **Custodial Services.** Lessee shall properly dispose of all rubbish and garbage in the dumpster or other containers provided by Lessor. Lessor shall perform and provide for, at Lessor's sole cost and expense, all other custodial services reasonably required on the Leased Premises.

8. **Indemnification.** Lessee shall indemnify, defend and hold Lessor harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from injury to persons or damage to property caused by the negligence or willful misconduct of Lessee or Lessee's agents, employees, contractors, or invitees. If any third-party action or proceeding is brought against Lessor, the Lessee, upon written notice from the Lessor, shall at Lessee's sole cost and expense, resist or defend the same through counsel satisfactory to Lessor. This indemnity is supplemental to, and not in lieu of, the insurance required of Lessee.

9. **Insurance.**

a. During the Term of this Agreement, Lessee shall carry and maintain commercial general liability insurance against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises. The policy shall be issued by a reputable insurance company, licensed to transact business in the State of Oklahoma, with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy shall name the Lessor as "additional insured". Lessee hereby certifies that it will maintain said insurance throughout the term of this Agreement and Lessee shall send to Lessor evidence of coverage as often as the policy is revised or renewed. Each insurance policy shall contain an agreement that the policy shall not be cancelled without thirty (30) days' prior written notice to Lessor.

Lessee agrees to maintain, at Lessee's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Lessee and located on the Leased Premises.

b. Lessor agrees to maintain, at Lessor's own expense, property damage insurance (fire, etc.) in sufficient amount to cover the Building and personal property owned by Lessor and located on the Leased Premises (including, without limitation, the Leasehold Improvements).

15. **Notices.** All notices and other communications to be given shall be delivered to the parties by certified or registered mail, nationally-recognized overnight courier, facsimile or by personal delivery to the following addresses:

As to Lessor:

Broken Arrow Public Schools
Attn: Superintendent
701 South Main Street
Broken Arrow, Oklahoma 74012-5528

As to Lessee:

Broken Arrow Wrestling Club
Attn: Rodney Jones

or at such other address as either party may designate to the other by written notice in the manner provided above.

16. **Miscellaneous.**

a. **Entry by Lessor.** Lessor may, during the term of this Agreement at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, effecting repairs or responding to any emergency.

b. **Non-Waiver.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be a waiver or relinquishment for the future of such covenant, right or option but the same shall remain in full force and effect.

c. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

d. **Partial Invalidity.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. **Entire Agreement.** This Agreement contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

f. **Assignment or Subletting.** Lessee shall not assign this Agreement or any interest herein, or sublease all or any part of the Leased Premises, without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By: _____
Steve Allen

President, Board of Education

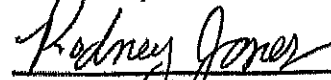
“LESSOR”

Broken Arrow Wrestling Club

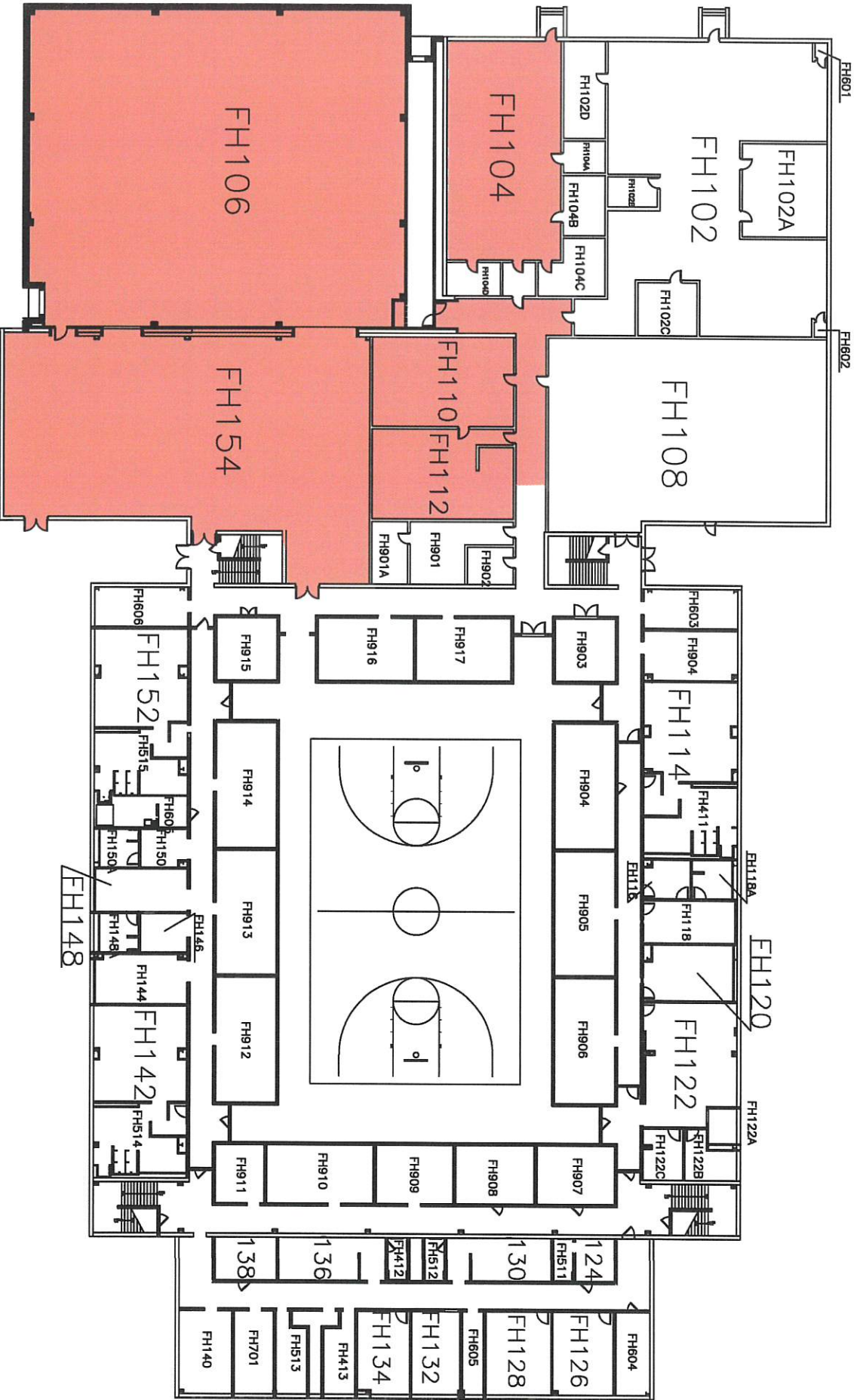
P.O. Box 14157

Broken Arrow, Oklahoma 74014-0011

By:


Rodney Jones

“LESSEE”



Lower Level

Broken Arrow High School
Field House

