

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: 1/26/2022

Contract/Agreement Vendor: Quiet Events Headphone Rentals

Name of Vendor		
<u>TJ Fitzsimmons</u>		<u>929-312-2912</u>
Contact Person		Phone Number
<u>21-35 32nd Street</u>		
Address		
<u>Astoria</u>	<u>NY</u>	<u>11105</u>
City	State	Zip
<u>TJ@quietevents.com</u>		
Email address – if vendor wants the agreement returned via email		

**IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :**  
**W9** \_\_\_\_\_  
**And** \_\_\_\_\_  
**Vendor Registration**  
 \_\_\_\_\_

Person Submitting Contract/Agreement for Review: Christian Welborn 720  
 Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: Graduating Seniors

**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO Karen Steitz**

Principal **and** Director or Administrator: Christian Welborn  
 Signature

Does this Contract/Agreement utilize technology? No  Yes   
 Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
 (Signature) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member): John L. Quinn  
 Signature

Funding Source: \_\_\_\_\_  
 Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on February 7, 2022"  
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. The appropriate Leadership Team Member will review and submit to the Contract Committee
7. Keep copy for your records

*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 8:30a.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 Karen Steitz. 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 7, 2022

Re: Quiet Events

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### **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 \$1950. C. Welborn

### **ENCLOSURE/ATTACHMENTS**

Agreement

### **SUMMARY**

Quiet Events will provide entertainment for project graduation on May 16, 2022.

### **FUNDING**

Activity Funds

### **RECOMMENDATION**

Approve



Estimate #: 23377

**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 #:** 05/09/2022  
**Event Date:** May 16th 2022  
**Shipped From:** NEW JERSEY

PRODUCT / SERVICE	QTY	RATE	AMOUNT
<b>Rentals:Dual Mobile Transmitter</b> 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
<p>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: <a href="https://rentals.quietevents.com/how-to-videos/">https://rentals.quietevents.com/how-to-videos/</a></p>			
<b>Rentals:3 CH Party Style Headphones</b> Premium 3 Channel Glowing Party Style Headphone - 10 to 12 hours of continuous use (pre-charged) - Learn more: <a href="https://rentals.quietevents.com/how-to-videos/">https://rentals.quietevents.com/how-to-videos/</a>	300	6.00	1,800.00T
<b>Extra Headphones</b> 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.	10	0.00	0.00T
<b>Charges:Expedited Charge</b> If the agreement is not signed within 10 days before the event there's an expedited fee of \$50 fee for 100 headphones or less or \$100 for 101 headphones or more.  ***If Rental is requested a day before the event, same day of event or pick up same day there is a \$150 Expedited fee will be charged***	0	100.00	0.00T
<b>FREE SHIPPING</b> FREE Round trip FEDEX Ground shipping - 10% Discount on entire order for orders pickup/dropped off at one of our participating offices. - Only applies on orders with deposits made 10 business days before the event date. - Verify 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 a \$20 per box.  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 UPS BY THE 2ND BUSINESS DAY AFTER EVENT TO AVOID LATE CHARGES)	7	0.00	0.00T

Quiet Events Inc. | 21-35 32<sup>nd</sup> Street Astoria NY 11105 | O: (800) 833-9281

**Rentals:Rental Only Notes**

EQUIPMENT MINIMUM BETWEEN HEADPHONES AND TRANSMITTER MUST REACH \$150

1

0.00

0.00

▶ **EVENT DETAILS**

○ Brief Overview: Private Event

▶ **EQUIPMENT:**

○ Headphone Style : PARTY STYLE

▶ **RESPONSIBILITY**

○ Loss Prevention System: None

▶ **SHIPPING:**

○ # of shipping bins: 7

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

\*\*Paying via check... NET 30\*\*

\*\* 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: TJ

○ Date & Time revised: 1/25/2022

**NEXT STEP**

Complete Agreement:

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

SUBTOTAL

1,950.00

DISCOUNT

TAX

0.00

**ESTIMATE TOTAL**

**USD 1,950.00**

**NEXT STEP: Complete the Rental Agreement**

<http://rentals.quietevents.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 32<sup>nd</sup> 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 certain audio and audiovisual Equipment as set forth (a) in the invoice sent by Company to 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").

**NON-SUFFICIENT FUNDS.** Customer agrees that Company may charge Customer two hundred and fifty dollars (\$250.00) for each check that is 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". Customer agrees that Company or Company's appointed agent shall have sole discretion in determining the scope of such "ordinary wear and tear". Customer further agrees that any determinations by Company or 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 shall terminate upon Customer's return of the Equipment in fully working condition to Company's possession (the "Term"). Customer agrees that Company may terminate this Agreement for any reason prior to the expiration of the Term. In the event of Company's termination of this Agreement, Company reserves the right to maintain and take possession of the rental. If the termination is acted 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 event date. If equipment has been shipped out and additional equipment is added within 48 hours of the event there will be an automatic \$20 fee plus shipping charges.

**CARE AND OPERATION OF EQUIPMENT.** Customer agrees to use the Equipment in a careful and proper manner. Customer further agrees to only 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.** 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.** Company shall have the right to inspect the Equipment at any time during Customer's normal business hours.

**RETURN OF EQUIPMENT.** At the end of the rental period, the Customer shall return/ship the Equipment to Company at Customer's expense, unless otherwise outlined on the invoice. Equipment must be shipped back within two (2) business day after 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 Customer rents the Equipment and does not simultaneously hire a member of Company's staff to oversee such rental of the Equipment, Customer shall inspect each item of Equipment delivered by Company pursuant to this Agreement. Customer shall immediately notify 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 24 hours of delivery of the Equipment to Customer, Customer will be liable for all shipping expenses and fees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Company will not be held responsible for any 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 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.

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

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*Signature*

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*Title*

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*Print Name*

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*Date*

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**EXHIBIT A**

**Equipment**

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

<b>Equipment</b>	<b>Lost/Unusable</b>	<b>Damaged</b>
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%

Signing below mean you are agreeing that if the equipment is not returned your Credit Card will be automatically charged for the amount owed. If Payment was of another source an invoice will be sent to be paid within 14 days of sent invoice before going to collections.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**PAYMENT METHODS**

**Check:** Must be received within 10 business days of shipment and cleared.

Mail to: Quiet Events, 21-35 32<sup>nd</sup> Street Astoria NY 11105

\*\* (Checks are not accepted if event is within 2 weeks of agreement being signed) \*\*

**E-Check:**

Email to: [Info@QuietEvents.com](mailto:Info@QuietEvents.com)

**ACH / Wire:**

Account Name: Quiet Events Inc:

Bank: JPM Chase

SWIFT: CHASUS33

Routing 021000021

Account: 468867879

Zelle: Email to [Will@quietevents.com](mailto:Will@quietevents.com)

**Credit Card:** (NOTE: 2% Fee for orders \$2,000+)

**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 specifically 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.

**RENTAL PRICE.** 20% of the Fee will be charged up front 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. If the event is within a month of agreement being signed, full payment will be required.

Full Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address (If different than Billing \_\_\_\_\_)

CC #: \_\_\_\_\_ Expire: \_\_\_\_\_ CSC \_\_\_\_\_ Billing Zip \_\_\_\_\_

Estimate (#####): \_\_\_\_\_ Sales Expert: \_\_\_\_\_

Original Requestor's:

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

## 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 delay in receiving the equipment and fir 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: Printed address with your Name on it

le: utility bill, insurance card, phone bill, other ID with address

3) Are you a nonprofit?

YES: Upload 501c3 document

NO

4) Are you active Military or Retired Veteran

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

NO: