

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date:

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 NO
 If yes, Technology Admin: _____

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

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.



SERVICE AGREEMENT

DATE ORDERED _____

INSTALL DATE _____

RE-SIGN DATE _____

NEW INSTALL ADD'L LOCATION MOVE ADD'L RENTAL EQUIP.

ACCOUNT NO 4032 MULTI LOCATION# _____

COMPANY Centennial Middle School

SHIP TO ADDRESS 225 E Omaha

CITY Broken Arrow STATE OK ZIP 74012

TELEPHONE 918-259-4340 CONTACT Holly Howe

DECISION MAKER _____

BILL TO ADDRESS Hhowe@baschools.org

CITY _____ STATE _____ ZIP _____

AP EMAIL ADDRESS: _____

DECISION MAKER EMAIL ADDRESS: _____

WL 100 Floor Water	36.00		

COFFEE BLEND _____	PRICE _____
COFFEE BLEND _____	PRICE _____
COFFEE BLEND _____	PRICE _____
CUSTOMER'S MINIMUM MONTHLY COFFEE	
CASE USAGE FL _____ REG. _____ DECAF _____	

TYPE OF BREWING DISPENSERS: _____

REG. _____ DECAF _____ FLAVORED _____

MOVING CHG. _____ INSTALLATION CHG. _____

INSTALLATION CHARGE WAIVED AT TIME OF INSTALLATION YES NO

FILTER CHANGES 1 PER YEARS \$ 49.95

ANNUAL PURITY KITSS _____

ANNUAL SANITATION SERVICES\$ _____

August Filter Exc. \$49.95

OPEN ACCT ., N10 COD _

TERMS & CONDITIONS OF THE BEVERAGE SERVICE AGREEMENT

- 1. Jan 1st to 31st 2021 This agreement will be automatically renewed for recurring 12 month periods unless cancelled by either party with 90 days written notice prior to the end of the current term.
- 2. This agreement may not be cancelled by Company without cause prior to the expiration of the initial term. In the event Daijohs First Choice Coffee Services fails to perform as set forth in this Agreement, Company shall provide Daijohs First Choice Coffee Services with written notice, specifying the nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within thirty (30) days following the date of such notice, then company may terminate this Agreement for default by thirty (30) days written notice at the end of such case period. If customer breaches this Agreement, Customer shall pay Daijohs First Choice Coffee Services all damages suffered by Daijohs First Choice Coffee Services including its anticipated loss of profit on leased equipment and the sale of products during the remaining period of this Agreement based on Customers Minimum Monthly product usage set forth above. Customer agrees that should Daijohs First Choice Coffee Services be required to incur costs and expenses, including attorney's fees in enforcing this Agreement, that Daijohs First Choice Coffee Services shall be entitled to recover said costs and expenses, including reasonable attorney's fees from Customer.
- 3. Daijohs First Choice Coffee Services shall retain title to all equipment during the term of this Agreement. At no time will any of said equipment be disconnected, replaced, or moved in any manner, by any service or person except authorized Daijohs First Choice personnel.
- 4. Invoices will be paid in full within 10 days of the receipt of invoice. All unpaid invoices over 30 days are subject to 1.5% interest per month or 18% per annum.
- 5. All product used with the equipment must be purchased from Daijohs First Choice Coffee Services.
- 6. All plumbing either existing or installed by Daijohs First Choice Coffee Services will be the liability of the customer 30 days after install date above.
- 7. The price for coffee as specified on this agreement shall not be increased during the initial term hereof, except to the extent of an actual direct price increase to Daijohs First Choice Coffee Services as received from its coffee supplier.
- 8. If installation charges are waived by Daijohs First Choice Coffee Services at time of installation and customer terminates this agreement at any time prior to current expiration date, with or without cause, then installation charges as stated above hereof are due and payable immediately.
- 9. Company will maintain the equipment in good and sanitary condition. If the equipment is damaged, destroyed or lost by fire, theft or any other cause, Company shall pay Daijohs First Choice Coffee Services the full replacement cost of the equipment.
- 10. In the event Customer sells, transfers or assigns any interest in customer, this Agreement shall insure to the benefit of and be binding upon its transferee, assignee or successor-in-interest. Daijohs First Choice may assign, sell or transfer its interest in this Agreement without the consent of customer.

Date: 1/13/2022
 SALES REPRESENTATIVE Ashley Masser

I hereby represent that I am authorized to enter into this agreement on behalf of customer. I accept all terms & conditions of this agreement.
 AUTHORIZED SIGNATURE _____