

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 03/08/2022

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:

Leadership Team Member:

Funding Source:

Fund/Project OCAS Coding

Consent

Action

Performance Stage Inc will provide confetti and streamer celebration for graduation ceremony

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: April 11, 2022
Re: Performance Stage Inc

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the agreement between Performance Stage Inc and Broken Arrow Public Schools to serve as celebration for graduation ceremony at a rate of \$3469.33. C. Welborn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Performance Stage Inc will provide confetti and streamer celebration for graduation ceremony in May 2022.

FUNDING

Activity Funds

RECOMMENDATION

Approve



QUOTATION

CLIENT: Broken Arrow High School
ADDRESS: 1901 East Albany Broken arrow OK 74012
PHONE:
EMAIL:
QUOTE NUM:
CUST REF:
PMT TERMS: Upon Delivery/Pickup

Performance Stage
 5946 E. 12th St.
 Tulsa OK 74112
 Project Manager: Chuck Parrish
 Cell Number: 918-850-1871
 chuck@performance-stage.com

BAHS Graduation 2022, Confetti Cannons with Confetti & Streamers on Monday, May 16th, 2022

Rental	05/12/2022@09:00AM to 05/17/2022@03:00PM	Use	05/16/2022@06:30PM to 05/16/2022@09:30PM
Prep	05/12/2022@09:00AM to 05/12/2022@09:00AM	Takedown	05/16/2022@09:30PM to 05/16/2022@09:30PM
Load	05/16/2022@09:00AM to 05/16/2022@09:00AM	Collect	05/16/2022@11:30PM to 05/16/2022@11:30PM
Deliver	05/16/2022@11:30AM to 05/16/2022@11:30AM	Unload	05/17/2022@09:00AM to 05/17/2022@09:00AM
Setup	05/16/2022@12:00PM to 05/16/2022@05:00PM	De-Prep	05/17/2022@09:00AM to 05/17/2022@09:00AM

Delivery Venue: Broken Arrow High School
Delivery Address: 1901 East Albany Street Broken Arrow OK 74012
Delivery Instructions: Deliver cannons to BAHS Football Field and setup. Return before 7pm to prepare to set them off at the appointed time, then strike the cannons and return to shop.

SERVICE	DESCRIPTION	TOTAL
Confetti Cannons for Graduation		\$1,778.78
	(14) Confetti Cannon	
	(14) Confetti Cannon - Barrel - 3"	
	(14) 3" Lifting Cup	
	(11) Yellow Tissue Confetti Per Pound	
	(11) Black Tissue Confetti Per Pound	
	(7) Yellow Tissue Streamers	
	(7) Black Tissue Streamers	
	(14) 3" Back Pressure Cap	

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SERVICE	DESCRIPTION	TOTAL
	(2) Confetti Cannon Relay Switch	
	(2) Crescent Wrench	
Power Edison		\$309.50
	(1) Edison Cable - 175'	
	(4) Edison Cable - 50'	
	(1) Edison Cable - 75'	
	(14) Edison Cable Triple - 25'	
	(8) Edison Cable Triple - 50'	
	(10) Edison Cable Triple - 100'	
Power Generators		\$100.00
	(1) Generator - Honda EU2000	
General Cable Ramps		\$50.00
	(10) Cable Ramp - 5 Ch 36"	
Labor		\$1,030.00
	(2) General Stagehand (Setup Cannons)	
	(2) Lighting Tech I (Operate/Set off Cannons)	
	(2) General Stagehand (Strike Cannons)	
Deliver/Pickup		\$100.00



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SERVICE	DESCRIPTION	TOTAL
	(2) Delivery/Pickup - Small Box Van <i>(Deliver and Pickup Gear)</i>	
Clean Up of Confetti Paper		\$0.00
	(1) Confetti Paper Clean Up <i>(Performance Stage will not be responsible for the "Clean Up" of any confetti and streamers or where it may finally land depending on the wind at the time they are set off. This burden will solely lie with Broken Arrow High School.)</i>	
		SUBTOTAL \$3,368.28
REPLACEMENT VALUE	\$12,375.00	TAX \$0.00
WEIGHT	346.50 lbs	TOTAL \$3,368.28 <i>(Cash, Check, or Wire)</i>
		CREDIT TOTAL \$3,469.33 <i>(If Paid Via Credit Card)</i>



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Terms and Conditions

ALL RENTALS DUE BACK AT 10AM ON RETURN DAY UNLESS OTHERWISE AGREED UPON Additional day rental rates may be assessed if equipment is returned after 10AM

Renter shall indemnify and hold harmless Performance Stage Inc. (PSI) and/or Phillip N. Martin and all Employees of Performance Stage Inc. from any risks and claims relative to the use of the equipment. Renter hereby accepts full responsibility for the protection and security of the equipment from its time of release until its time of return. Renter agrees to pay all costs of replacement or repair in the event that equipment is damaged, stolen, or lost during the rental period. This is a contract of rental only and not of sale unless specifically noted. The undersigned renter agrees to have rented the item(s) herein described upon the express condition that item(s) will at all times remain the property of PSI. Renter agrees to pay promptly when due all charges which accrue because of this rental, including damage to said item(s), or additional expense incurred by PSI due to renter's untimely return or delay in release of equipment. All charges are based on the time item(s) are in renter's possession whether in use or not. Renter agrees to pay late charges of (1) day rate per-day on each item not returned.

For do-it-yourself rentals, the equipment you are renting is professional equipment and it is assumed that you are knowledgeable in the proper operation and troubleshooting of rented equipment. PSI will provide limited instruction at time of rental as to the operation of equipment, but it is ultimately your responsibility to know how to operate the equipment. Any problems arising during your rental period not due to actual equipment malfunction will not be eligible for any refunds or discounts on the cost of the rental. We do provide 24/7 access to an on-call technician should you have any problems with your rental and any equipment failures or missing equipment must be reported at the time of discovery by calling our office at 918-832-8800 immediately to be eligible for any refund. We are available to come to your event site 24/7 to troubleshoot faulty equipment, however if the problems are due to operator error you will be billed at the standard tech rate of \$75/hr with a 2-hr minimum. It is the client's sole responsibility to verify that all required rental equipment has been provided. No discounts or refunds will be given for equipment failure cause by client once client has signed for the equipment and left the premises.

If PSI is providing operational support for a show, client hereby agrees to provide FINAL copies of any and all media (PowerPoint, video, audio, etc.) to be shown during the event to PSI no later than 72 hours before the start of the event, as listed on this agreement. Failure to comply with the above requirement may result in extra charges to the client, or the termination of this agreement at the sole discretion of PSI. In addition, should client fail to provide media in advance as stated above, PSI can make no guarantee as to the overall success of the event. For scripted shows, client shall provide PSI Inc. a copy of the final script no later than 72 hours before the start of the event. Client understands that last minute changes may affect the quality of the event, and agrees not to withhold payment for any reason resulting from last minute changes.

By executing this contract you agree to the venue for any legal proceedings to be Tulsa, OK and to be bound by the laws of the State of Oklahoma. Labor is billed at hourly rates. Client agrees to pay for additional labor costs incurred due to changes made after signing the original contract. Any changes to labor requested by the client that require additional time shall be added to the final bill, and client agrees to promptly pay these additional labor charges upon request.

Cancellation for any reason, including weather, artist failures, or any other reason not specifically listed here shall incur a cancellation penalty up to 100% of the amount of the original contract. However it is not our policy or practice to penalize customers simply for cancelling a rental and we understand that there are many factors that lead to a cancellation. For this reason, cancellations for reasons outside the control of the customer shall not incur charges exceeding the actual expenses incurred to-date in preparing the show including, but not limited to: administrative expenses in planning, labor incurred preparing the equipment, or sub-rented items that we are unable to recoup costs on. We give you our word that we will make a good faith fair and reasonable assessment at the time of cancellation and work with you, the customer, to come to an equitable resolution. PSI reserves the right to cancel this agreement at any time before the performance if the Client has requested significant changes and/or modifications to this estimate and no reasonable agreement can be made between the parties.

Sales price for job includes a 3% discount for payment via Cash or Check. Any other form of payment will incur a 3% "Convenience Fee"