

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 12/3/2024

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: \_\_\_\_\_

Cabinet 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.

## MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: January 13, 2025

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 \$1395. C. Welborn

### **ENCLOSURE/ATTACHMENTS**

Agreement

### **SUMMARY**

Quiet Events will provide entertainment for project graduation on May 19, 2025

### **FUNDING**

Activity Funds

### **RECOMMENDATION**

Approve



**Estimate #: 27643**

**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 #:** 05/09/2025

**Event Date:** MAY 19, 2025

**Shipped From:** VEGAS

PRODUCT / SERVICE	QTY	RATE	AMOUNT
<b>Rentals:Dual Mobile 3CH 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  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>	3	50.00	150.00T
<b>Rentals:3CH 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>	200	7.00	1,400.00T
<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.	8	0.00	0.00T
<b>Charges:Expedited Charge</b> 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
<b>Charges:1K+ CC Fee</b> 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
<b>FREE SHIPPING</b> 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)

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<b>Rentals:Rental Only Notes</b>	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: Sarah
- Date & Time revised: 11/19/2024

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NEXT STEP		1,550.00
Complete Agreement: <a href="https://signnow.com/s/ltSjeOK9">https://signnow.com/s/ltSjeOK9</a>		-155.00
		0.00

**ESTIMATE TOTAL USD 1,395.00**

**NEXT STEP: Complete the Rental Agreement**

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

## Harger, Carolyn

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**From:** Sarah Caponi | Quiet Events Inc. <sarah@quietevents.com>  
**Sent:** Tuesday, November 26, 2024 9:45 AM  
**To:** Harger, Carolyn  
**Subject:** Re: Quiet Events rental 5.19.25 OK

CAUTION: This email originated from outside of the district. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Carolyn,  
Yes net 30 is okay! Thank you and look forward to receiving the rental agreement

**Sarah Caponi** | Sales & Support Expert  
(We do everything with headphones! [YouTube](#))  
[sarah@quietevents.com](mailto:sarah@quietevents.com)  
[800 833-9281](tel:(800)833-9281) ext 705  
Office Hours: Mon. – Fri. 9am-5pm CST  
Quiet Events: [Weekly Parties](#) | [Rentals](#) | [Download The App](#)

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**From:** Harger, Carolyn <charger@baschools.org>  
**Sent:** Wednesday, November 20, 2024 8:54 AM  
**To:** Sarah Caponi | Quiet Events Inc. <sarah@quietevents.com>  
**Subject:** RE: Quiet Events rental 5.19.25 OK

Good Morning Sarah,

Perfect, I will get this over for board approval then once that is done I will get you the PO # and return the rental agreement. It will be a Net 30 pay so if you can reply back that at Net 30 is okay so I can attach to the contract or add that as a note on the contract that would be appreciated.

Thank you,

*Carolyn Harger*  
Student Life and Activities  
Broken Arrow High School  
918-259-8570  
charger@baschools.org

**From:** Sarah Caponi | Quiet Events Inc. <sarah@quietevents.com>  
**Sent:** Tuesday, November 19, 2024 11:24 AM  
**To:** Harger, Carolyn <charger@baschools.org>  
**Subject:** Quiet Events rental 5.19.25 OK

## **QUIET EVENTS EQUIPMENT RENTAL AGREEMENT**

This Equipment Rental Agreement (this "Agreement") is entered into as \_\_\_\_\_ (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.** Company hereby agrees to rent to Customer specific 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, attached 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, attached 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 Company charges Customer a Security Deposit, Company shall return such Security Deposit to Customer within three to five (3-5) business days from Customer's return of the Equipment. Notwithstanding the foregoing, 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 that are caused by Customer and is not caused by ordinary wear and tear. The Parties agree that any Security Deposit set forth under Exhibit B, if any, shall not bear interest during Company's possession of the Security Deposit. Company shall advise Customer of any withholding of any portion of the Security Deposit prior to any such withholding.

**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.** Customer shall be responsible for any and all damage to the Equipment once the equipment is in the Customer's possession and/or control that is not caused by ordinary wear and tear. Customer shall not be responsible for any damage that is due to the acts or omissions of Company. "Ordinary

wear and tear" shall mean the normal deterioration of the Equipment caused by ordinary, reasonable, and proper use of the Equipment.

**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"). Customer agrees that Company may terminate this Agreement for any reason prior to the expiration of the term. Company reserves the right to maintain and take possession of the rental. If the termination is acted upon by 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.** Customer agrees to use the Equipment carefully and properly. 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 ordinary wear and tear.

**BRANDING.** Customer shall not place any stickers, tape, or other adhesive materials on the headphones unless applied by 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, 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 days 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 two (2) calendar days after Company's delivery of the Equipment to Customer or before the event date, 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. Company will not be held responsible for errors or omissions due to 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, Customer will be subject to the terms of this Agreement and outlined in Exhibit A.

## **LIABILITY AND INDEMNITY.**

1. **Liability.** Each party 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 its operating, handling, or transporting of the Equipment during the Term of this Agreement. A party shall not be liable for the other party's 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 arising out of or related to this Agreement, except as a result of willful misconduct, gross negligence, illegal actions on the part of the other party.

2. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from any claims, actions, damages, losses or expenses made against or suffered by the other party because of or based upon the indemnifying party's (or its employees', contractors', or agents') misrepresentations, negligence, willful act or omission, unlawful act or omission, or failure to perform any obligation under this Agreement.

**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 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 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 reasonable control that makes it impossible, illegal, unsafe, or commercially impracticable to hold the for Customer 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 an event, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants' 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.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. SIGNING THIS AGREEMENT FURTHER WARRANTS AND REPRESENTS THAT HE/SHE IS AUTHORIZED AND EMPOWERED TO SIGN THIS AGREEMENT.

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***Title***

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***Signature***

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***Printed Name***

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***Date***

## EXHIBIT A

### Equipment Valuation in the event of loss/damage

Items below are in affect 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 affect 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.

**Physical Checks:** Must be fully cleared 5 days before shipping equipment.

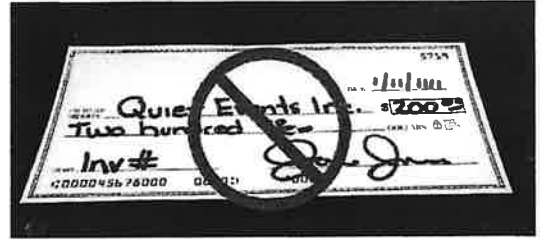
Quiet Events Inc.  
3811 Ditmars Blvd #2010  
Astoria, NY 11105

**Physical Check with Remote Deposit:**

Attach a picture of the front and back of your check.  
We can deposit remotely, cutting down on the time of sending in the mail and possible loss or theft of the letter.

FRONT

BACK



Do not take images at an angle



Position check directly under the camera

**ACH / Wire:**

Account Name: Quiet Events Inc.  
Bank: JPM Chase  
SWIFT: CHASUS33  
Routing 021000021  
Account: 532835199

**E-Check:** Email to: [Info@QuietEvents.com](mailto:Info@QuietEvents.com)

**Zelle Payment**

Email to [Will@quietevents.com](mailto:Will@quietevents.com)  
(This is a business Chase account)

**Credit Card:** (NOTE: 3% Fee for orders \$1,000+)

**INVOICE DETAILS**

Estimate/Invoice (#####): \_\_\_\_\_ 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: