



Contract Committee Review Request

**MUST BE COMPLETED IN FULL**

Date: 04/02/2024

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:

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the new agreement between Broken Arrow Public Schools and Show it Off, providing the bounce houses for Super Kids Day at Rosewood Elementary for May 17th, 2024. The total cost to the district is \$983.25 and will be paid from Activity Funds. N. Hutchings

**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.**

# Show It Off, LLC

PO Box 1502 Muskogee, OK,  
74402

Phone: (918) 232-1196

## Invoice: 23557985

Order Date: 2/12/2024

### Event Location

**Rosewood Elementary**

**Annie Eubanks**

4300 east gary street

Broken arrow, OK 74014





Office: (918) 408-4533

**Start Date:** 5/17/2024  
9:00am

**End Date:** 5/17/2024  
3:45pm

**Delivery:** Delivery OK

**Surface:** Grass - Allow  
Stakes

Name	Qty	Total
 34ft Obstacle Course	1	\$345.00
 A Backyard Bounce House	1	\$165.00
 A Wacky Bouncer (Large)	1	\$165.00
 Flamin Volcano Double Lane Dry Slide	1	\$360.00

<b>Rentals subtotal</b>		\$1,035.00
<b>Bounce</b>	E	\$-51.75
<b>Sales Tax</b>	Exempt 0%	\$0.00
<b>Total</b>		<b>\$983.25</b>
<b>Deposit Due</b>		\$0.00
<b>Amount Paid</b>		\$0.00
<b>Balance Due</b>		\$983.25

no deposit with a signed contract

purchase order with payment by purchase order after the event

## **Contract and Terms**

**SHOW IT OFF, LLC will NOT deliver or setup Inflatables to the following:**

**No Deliveries to PUBLIC PARKS**

**No Deliveries to Trailer Parks or Apartment Complexes**

**Will NOT setup on Gravel or rocky ground**

**Will NOT setup Inflatable in any Streets or cul de sacs**

**Will NOT setup Inflatable in any Retention Ponds or Retention Areas.**

**Will not go up or down any steps or stairs to make deliveries.**

**Will not setup in backyards where the gates are LESS than 44 inches wide**

**Will not setup at any event where inflatables are present from another vendor**

**Indoor setups require a double door for entrance and exit with the bar removed.**

**The area that the inflatable is to be setup MUST be clear of any sticks, rocks, & animal feces prior to delivery!**

**If you have any questions regarding the above rules please call our office at 918-232-1196 prior to reserving!**

**Information & Terms:** A non-refundable 50% deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. Deposits paid are non-refundable and cannot be transferred to another person/group. All deposits MUST be paid with credit/debit card. The balance is due at time of delivery in cash or credit/debit card (we do NOT accept personal, business, or church checks).

**Cancellation and Rain Policy:** This contract, after signing, is a legal and binding contract. Cancellation of event forfeits entire deposit and any amount paid over the deposit will be applied as an account credit (no refunds). Cancellation after set-up has begun forfeits any refund. In the event of severe weather conditions (i.e. rain, high winds, or temperatures below 40 degrees.) you agree to contact us 24 hours prior to your event to place our weather policy in effect. If a 50% chance of rain/snow or higher and/or winds above 15mps is predicted the day of your event, at your request we can reschedule your event for another date. Your deposit will be used for this future event and must be used within 1 year or you forfeit the deposit. The deposit will NOT be refunded and can only be used to reschedule. If you do NOT contact us 24 hours in advance for weather policy, your rental will continue as scheduled. If we arrive at your location and cannot setup due to weather or you choose to cancel at the time of delivery it will be a loss of deposit. Rain, snow, winds above 15 mph, or temperatures below 40 degrees, are the ONLY reason the weather policy will go into effect. If your backyard is muddy due to rain, this does NOT put the weather policy into effect, we advise you to place tarps out to keep mud off the equipment or find an alternate location. If we arrive at the scene and lessee has agreed to proceed with the rental and the weather gets bad (rain, wind, or storm) after the Show it Off, LLC unit has been setup, the unit is to be taken down or not used and the full amount of the contract is due.

**Hold Harmless Provision:** Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

**Merger Clause:** This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**Customer Deliveries:** If you have chosen the delivery option, Lessee agrees to grant permission of lessor to enter said property to install the unit(s) and further grants permission of lessor to pickup the unit after said contracted time. Lessor agrees to have the unit installed by contracted time. Lessee agrees that lessor has the right to deliver earlier in the day and also has the right to pickup unit at a later time than stated. If this occurs, lessee will not be charged for the additional time. Lessee will receive an email 24 hours prior to event with an estimated time of arrival. If lessee is not at location at time of delivery, the delivery driver will wait ONLY 10 minutes and then will leave. If this occurs, lessee agrees that they forfeit the deposit paid. If we attempt a second delivery later in the day at the request of lessee, they will pay another deposit (\$50 fee) Lessee understands that large stakes will be driven into the ground and will not hold Show It Off, LLC responsible for any damage to underground hazards caused by installing these stakes. If installing an Inflatables in a gated area, we must have a large opening of at least 44 inches as most Inflatable rolls are very large (a standard chain link walk thru gate is not acceptable). If you have rented a slide that is taller than 21 feet or a large obstacle course, a double gate is required. If Delivery driver arrives and gate is too small, Lessee agrees to have an alternate setup location at same residence otherwise Lessee is still responsible for full contracted amount. We will NOT deliver up or down any steps or stairs. Lessee agrees to not move the Show It Off, LLC unit from the place where it was installed, otherwise a \$200 fee will be charged to lessee. Lessee agrees to make sure the area where the inflatable is to be installed is free from any sticks, rocks, or animal feces. Delivery driver will NOT setup if area is not cleaned in advance and lessee will forfeit deposit if this occurs. We are determined to provide the best service in the industry. It is the delivery driver's responsibility to install the unit and make sure it is in a reasonably clean condition. If you feel that the driver has not done a satisfactory job in installing the unit, please call us immediately.

**Gated Neighborhoods/Homes** If you are located in a gated neighborhood or home, you MUST provide the correct gate code to us in ADVANCE via telephone or email so we can access your property. If the delivery driver arrives and lessee refuses to give the gate code, we will not setup the inflatable and lessee's deposit will automatically be forfeited along with any other money paid.

**Water Inflatables:** If you are renting a water inflatable (i.e. water slide, water combo, slip-n-slide, dunk tank), Lessee is responsible for providing their own water hose. Please make sure and have the water hose ready by the time the delivery driver arrives so they can set up your Inflatable. If you are renting one of the following water inflatables: 32ft Roaring River, The Hulk, or The Patriot, these inflatables are very heavy and the delivery driver must be able to back our truck up to the point of where it will be installed (we will not dolly or move these inflatables). All other water inflatable we can move via dolly to your desired location. All 25ft and taller water inflatables use very long stakes. Lessee is responsible for marking any underground hazards before we arrive to set up and notifying the delivery driver of these hazards when we arrive. Lessee will not hold Show It Off, LLC responsible for any damages that occur to these utility lines or sprinkler systems. All water slides above 30ft tall MUST be setup on grass surface only using very large stakes. We will not set these large water slides up on concrete due to safety concerns.

**Indoor Deliveries:** Lessee is responsible to make sure the item rented will fit indoors. The dimensions of every item are listed on our website which includes the height. Standard bounce houses, carnival games, and tables & chairs can fit thru a standard single door. All other Inflatables including Combos, Slides, Obstacle Courses, & Interactive Inflatables require a double door with no bar in the middle (or bar removed which is customer's responsibility). These Inflatable rolls are large and will not fit thru a single door. If Delivery driver shows up and cannot get the item indoors or the ceiling height is too low, lessee can opt to have the Inflatable set up outdoors but is still responsible for full contract price. Show It Off,

LLC will not deliver any Inflatable up any stairs. We can carry carnival games, tables, & chairs upstairs but additional fees may apply. Indoor rentals are charged a \$100 service fee per inflatable to cover the cost of the use of sand bags and extra time and labor to setup indoors. If doing a quote online it will only reflect one fee. If you have more than one inflatable we will be adding the additional fees and sending you a new contract. Lessee agrees to these terms if these surfaces are selected.

**Pavement Surface Fee:** If this surface is selected you will be charged a \$100 fee for each inflatable rented to cover our time and labor to bring sandbags to anchor down the inflatable. If doing a quote online it will only reflect one fee. If you have more than one inflatable we will be adding the additional fees and sending you a new contract. Lessee agrees to these terms if these surfaces are selected.

**Trackless Train Rentals:** Trackless Train rentals are provided by Fun Time Train, LLC. Lessee agrees to provide smooth surface for train to operate outdoors (train cannot operate indoors due to diesel fumes). Recommended surface is concrete, but train can operate on grass or gravel seeing that it is not too rough. Train cannot operate over any curbs or speed bumps. Fun Time Train, LLC agrees to provide an operator (engineer) for the train, this operator will help visitors load and unload from train along with driving the train. Our trained operator will be the only person allowed to drive the train.

**Maintenance & Damages:** Lessee agrees to keep the Show It Off, LLC unit(s) in the same condition as when received, ordinary wear excepted. Lessee is responsible for unit and damages that may occur. If Lessee damages the unit, Lessee is responsible to pay actual retail purchase price of unit. **All grass, mud, dirt, etc. must be cleaned off the unit. If the unit is dirty and not in the same condition as it was received, there will be a \$50 per hour cleaning fee charged to your credit card.** Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the Show It Off, LLC unit. If upon pick up, such cleaning is required then a \$50.00 per hour cleaning fee shall be automatically imposed.

**Mobile Escape Rooms, Mobile Axe Throwing, Climbing Walls, & Trackless Trains:** These items are provided with a trained operator. Climbing Walls MUST be on flat even ground. Trackless trains can only be on concrete or gravel drives and cannot go over any curbs or obstacles. If setting up any of these items in a public street, the street must be blocked off from traffic for safety reasons. Call our office for more information.

## **Operator/Attendant Responsibility Checklist**

The renter is responsible to make sure that all rules are followed on this list below along with following all safety rules that are listed on the actual inflatable. Failure to read, understand, and follow these rules could result in injury.

### **Renter Responsibilities**

1. Supervision by an adult trained attendant is required at all times
2. The Renter should point out and make all riders aware of the Rules posted on the side of the game.

3. The inflatable **MUST BE** securely anchored at all times
4. Entry into the inflatable device should be orderly and in a controlled manner
5. Riders should be of similar age range, height, and weight. Do not put older children or adults with younger children.
6. Persons with mental or physical impairment should not be allowed to use this ride.
7. **NO:** Riders under 36 inches tall
8. **NO:** Shoes, eyeglasses, jewelry, or other sharp objects
9. **NO:** Somersaults, diving, wrestling, rough play, or flips
10. **NO:** Food, drinks, gum, pets, or silly string
11. Do not jump onto or off of the ride.
12. Use of whistles and signaling devices is recommended
13. Keep patrons away from the blower at all times
14. **DO NOT USE:** and immediately deflate the inflatable if wind conditions exceed 15 mph and/or it rains
15. Go down the slide feet first only, and no more than one rider at one time.
16. **NO:** climbing up the slide the wrong way
17. **NO:** jumping onto the slide area

### **Emergency Procedures**

*In the unlikely event of a severe Weather Alert, Power Failure, or a Medical Emergency:*

1. Exit patrons in an orderly fashion away from the game
2. Turn off the blower and unplug from the outlet
3. Keep patrons and guests away from the inflatable
4. Call the appropriate emergency responders if necessary

*By signing below, you agree that you have been instructed in and understand the Operator/Attendant Responsibilities and the Emergency Procedures listed above.*

## **Pre Operation Inspection Checklist**

The following checklist is to be performed upon each installation and set up of each inflatable ride and game owned by Show It Off, LLC. Failure to read, understand, and follow these rules could result in injury.

1. Weather conditions are safe for operation of all games
2. Vinyl/Patterns Clean and free of stains
3. Seams, and mesh are secure and in good condition
4. Tie down straps are strong with no breakage
5. Inflatable is staked in place, and will be anchored at all times (grass setups)
6. Inflatable is secured by sand bags, and will be anchored at all times (concrete and indoor setups)
7. Entrance safety net is secure and in place
8. Entrance/Exits clear of obstructions and will remain clear
9. Entrance ramp is secure and attached
10. Warning signs are clear and visible
11. Internal air pressure is sufficient to give a firm footing
12. No debris or sharp objects are present
13. Passageways are clear of obstructions
14. Ropes and footholds are strong and intact
15. Slide area is controlled by overhanging cover
16. Inflatable is clear of any utility lines 20' above ground, laterally, and not exposed below ground
17. Blower is clean, and firmly attached to the inflatable
18. Blower is working and plugged into a GFCI 110v outlet
19. If using a generator, use all manufacturer's guidelines for operation
20. Electrical cords are free from wear and do not pose any trip hazards to patrons or guests
21. Misters are firmly attached and working (if you have a water slide)
22. Water source is clean and free of debris and odor (if you have a water slide)
23. Exiting water will drain away from the inflatable unit (if you have a water slide)

*By signing below, you agree to inspect the inflatable unit(s) and if anything is found not satisfactory and acceptable you will bring it to the attention of the delivery driver or call our office.*



**Rentals**

**Lessee will:**

- 1. Provide 5 110volt/20amp electric circuits and 10/12 gauge cords for distances over 60ft. We provide cords up to 60ft.**
- 2. Provide their own water hoses (if renting a water inflatable).**
- 3. Provide any required entrance and parking passes.**
- 4. Provide a minimum of 5 adult volunteer(s) to operate the activities.**
- 5. Show It Off, LLC will not deliver to a PUBLIC PARK (unless approval is given over the phone by our staff).**
- 6. Make sure the area where the inflatable will be installed is free from all sticks, rocks, and animal feces.**

Show It Off, LLC has the right to cancel any contract booked online within 48 hours of receipt if we find a pricing error or if you are located outside our delivery area. If this happens you will receive a full refund!

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

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Signature

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Date

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Printed Name