

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 3.1.2024

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

Accept and approve the NEW agreement between Broken Arrow Public Schools and Secret Gardens Candle Co., which will allow them to use the BAPS logo(s), to produce hand made items by the licensee; no commercially manufactured items that have been outsourced for production and allow for sales to individual consumers only, not via wholesale or third party-retailers. No apparel or head wear will be allowed. This contract will begin March 13, 2024 and expire on June 30, 2024. They will pay BAPS a pro-rated amount of \$148.24.

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.

Approval Agreement for Licensee's Use of School Logo(s)

Parties:

This Agreement is entered into on **March 13, 2024**, between Broken Arrow Public Schools ("Licensor"), located at 701 S. Main, Broken Arrow, OK 74012, and **Secret Gardens Candle Co.** ("Licensee"), located at **120 E Commercial St, Broken Arrow, OK 74012**.

Authorization:

Licensor grants Licensee the non-exclusive right to use the Broken Arrow Public Schools ("Logo(s)") for the purpose of a **Local Retail License** subject to the terms and conditions set forth herein.

Terms and Conditions:

1. **Scope of Use: Local Retail License: Available to local small businesses that are owned and operated within the district boundaries and wish to use trademarked items in a physical retail store for resale. 70% of all items must be manufactured within Broken Arrow Public School district boundaries—no online sales.** Licensee is authorized to use the Logo(s) solely for the license as described above. Any use beyond the scope specified in this Agreement is strictly prohibited unless expressly authorized in writing by Licensor.
2. **Logo(s) Usage Guidelines:** Licensee agrees to use the Logo(s) in accordance with the Logo(s) Usage Guidelines provided by Licensor. This includes but is not limited to maintaining the integrity of the Logo(s), not altering or modifying the Logo(s), and ensuring the Logo(s) is displayed in a tasteful and respectful manner.
3. **Duration of Agreement:** This Agreement shall commence on **March 13, 2024**, and end on **June 30, 2024**.
4. **Amount of Agreement:** This Agreement is prorated at **\$148.24** for the BAPS 2023/2024 Fiscal. The yearly rate is **\$500**.
5. **Termination:** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party breaches any material term of this Agreement and fails to cure such breach within the specified notice period.

6. Intellectual Property Rights: Licensee acknowledges that Licensor retains all rights, title, and interest in and to the Logo(s), including all intellectual property rights. Licensee agrees not to contest or challenge Licensor's ownership of the Logo(s).
7. Indemnification: Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, damages, losses, liabilities, and expenses arising out of or resulting from Licensee's use of the Logo(s) in violation of this Agreement.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Oklahoma, without regard to its conflict of laws principles.
9. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

Execution:

This Agreement may be executed and delivered electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Broken Arrow Public Schools

Secret Gardens Candle Co.

Name: _____

Name: Michelle Everett

Title: _____

Title: Owner

Signature: _____

Signature: 