Contract Committee Review Request MUST BE COMPLETED IN FULL

Date: 4/7/25

Contract/Agreement Vendor:

Branson on Stage Live

Name of Vendor & Contact Person

brantley@bransononstagelive.com

Vendor Email Address

ORMS Choir to go to Branson for a competition

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.

833 / Choir Reason/Audience to benefit

4/14/25

BOE Date

\$ 9,000.00

Person Submitting Contract/Agreement for Review: Kristin Wylie / Oneta Ridge Middle School

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal <u>&amp;/or</u> D	irector or Administra	tor: Mine Shry
Does this Contra If yes, Technolog		technology? YES/NO
Leadership Tean	n Member:	Stan L. Dune
Funding Source:	833 / Choir Fund/Project	833.2199.810.900.1170.000.530 OCAS Coding
Consent	Oneta Ridge Middle School would like to contract with Branson On Stage Live to perform in Silver Dollar City for the Branson Tour 2025 to take place from May 9-10, 2025. The cost is \$9,000 and will be paid for with ORMS Choir activity funds.	
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.



Monday, April 7, 2025

Oneta Ridge Middle School 6800 E. Quincy Place Broken Arrow, OK 74014

Re: Branson Musical Showcase 2025

Dear Martha Beaty:

We at Branson On Stage Live would like to take this opportunity to thank you for choosing us to showcase your students in Branson, the **Live Entertainment Capitol of the World!** In an effort to simplify matters for you, we have enclosed a file which contains the following items:

- 1. Original Contracts for your Branson Tour 2025
- 2. Rooming List Form;
- 3. Performance Information Form;
- 4. Trip Itinerary; and
- 5. Schedule of Deposits, Payments & Form Deadlines

Please verify the terms of the enclosed contract. If the terms therof comply with your discussion with Greg Hoffman, please execute and return one orginal of the contract. Please file the remaining contents for your easy reference.

With respect to the **rooming list** which is included in the enclosed file, it will need to be completed and forwarded to our office by your due date stated on your contract. While we realize that adjustments may need to be made to the rooming list subsequent to your arrival, it is imperative that we receive your original rooming list so we can provide you with a final invoice. This will also enable the hotel to commence the grouping of your rooms far enough in advanced so as to secure a block of rooms as close together as possible.

In regards to the **performance information form** which is included in the enclosed file, it will need to be completed and forwarded to our office with your contract or first deposit. This will enable us to communicate to your performance theatre in advance to assure all performing details are in place for your arrival.

Finally, enclosed for your convenience is a listing of the various deadlines relative to your 2025 tour. Please calendar the same.

With every good wish for an unforgettable showcase with Branson On Stage Live!, "Where your Students become the STARS!"

Sincerely yours,

Greg Hoffman



April 3, 2025

Branson On Stage Live! is pleased to host your tour. Hereinbelow follows an outline of the terms and conditions of the tour. Please sign the original and return along with your deposit.

GROUP NAME: Oneta Ridge Middle School Number: 9956

Tour Starts: May 9, 2025 Tour Ends: May 10, 2025 2 Days One (1) Night

Destination: Branson, MO

Friday, 5/9/2025, check into The Grand Oaks Hotel for 1 nights. Daily continental breakfast. The driver's room is included.

## Tour Includes:

One nights accommodation in Branson at a Deluxe Hotel (Grand Oaks Hotel)

One contenental breakfast

Branson On Stage Live! Performance Package

(Pre-show performance and Show!) (The Anthems of Rock)

(Performance workshop)

(Performance Coordinator)

(Branson On Stage Live! T-shirt) (Directors and performers only)

(Trophy for the Group)

(Meal on performance day) (Fall Creek Steak and Catfish House Restaurant)

Silver Dollar City Theme Park Day Pass

Silver Dollar City Lunch Meal Voucher

\$5000.00 medical accident insurance

Tour Escort

All Taxes

Tour prices per student......\$242.00/ Quad \$253.00 Triple/ \$275.00 Double/ \$340.00 Single Chaperone/Parent Rate...... \$222.00/ Quad \$233.00 Triple/ \$255.00 Double/ \$320.00 Single

Application Fee is......\$100.00 Directors Charge....\$Comped

Drivers Room Charge is.....\$110.00 per room

Rates are based on a minimum of 25 paid guests.

## PAYMENT SCHEDULE:

## Contract is due 4/15/2025

A \$.00 deposit is due

A \$.00 deposit is due

Rooming list is due 4/8/2025

Final payment is due 4/28/2025

We Accept ACH or Checks for Payment!

Cancellation deadline is 4/8/2025

RESPONSIBILITIES: Branson On Stage Live! and its agents act solely as agents for the owners or contractors providing services and/or means of transportation (whether by motor coach, car, plane or ship) and as such they shall not be held liable for any injuries, personal injury, damage, loss, accident, delay, disappointment or frustration, whether physical or mental in form, or irregularity which may be occasioned either by default of any hotel, restaurant, company or person rendering any of the services included in the tour, or by act of God.

If the performance by either party of any nonmonetary obligation under this Agreement is delayed or prevented in whole or in

part by any cause not reasonably within its control (including without limitation acts of God, war, civil disturbances, accidents, damage to facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability of any kind. The above shall not be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

This Agreement is made in and shall be governed by the laws of the State of Missouri, and any legal action relating to or arising out of this Agreement shall be commenced and maintained exclusively in the District Court in and for Taney County, Missouri (or if the District Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county having subject matter jurisdiction). The parties consent to the jurisdiction of such court and to the service of process outside the State of Missouri pursuant to the requirements of such court in any matter so to be submitted to it and waive all rights to a trial by jury. In the event a dispute arises regarding this Agreement, the parties agree to submit the matter to mediation in Taney County, Missouri, prior to the commencement of any litigation.

Branson On Stage Live! reserves the right to withdraw the tours, or any part of them, and to make alterations in the program as it deems necessary or desirable. The prices quoted are based on tariffs. In case of variations in these, Branson On Stage Live! will adjust prices as necessary.

CANCELLATIONS: Groups may cancel up to 60 days prior to departure and receive a full refund less and except a deduction for any charges made by hotels, attractions, airlines, bus companies or other providers which are not deductible. Should your tour cancel within the 60 days of arrival to Branson on Stage Live reserves the rightto recover a fee for administrative costs for developing, reserving and canceling your tour to Branson no greater than 5% of the total cost of your tour.

FINAL PAYMENT: Payment is due 60 days prior to arrival date stated under payment schedule contained within this agreement. Adjustments to final count can be made up too two weeks before arrival date.

Failure to remit payments timely will result in the inability of Branson On Stage Live! to timely make deposits and payments associated with the booking of this tour. Accordingly, Branson On Stage Live!, is not liable for any inability to procure, reserve or maintain reservations for the services and/or venues which make up this tour, when said inability is related to the failure of the group to make the payments as scheduled hereinabove.

ROOMING LIST: A rooming list is required 60 days prior to arrival date contained in this agreement.

ADDITIONAL TICKET REQUEST: Additional ticket requests by non packaged travelers must be accompanied by our form listing the ticket holders names, event and ticket type (Adult, Child-age). Form is available from Branson On Stage Live upon request.

Neither this Agreement nor any right or obligation contained in this Agreement may be assigned by you. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supercedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No modification of this Agreement shall be effective unless in writing and signed by the parties. If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please indicate your acceptance by executing this Agreement in the space provided hereinbelow and returning this Agreement to us, together with your deposit for the tour package, on or before the above deposit due date.

WE HAVE READ THE TERMS AND CONDITIONS OF THE CONTRACT AND UNDERSTAND THE CANCELLATION POLICY.

Oneta Ridge MS	Branson On Stage Live
Date:	Date:

tour: 9956 page: 2