

BROKEN ARROW PUBLIC SCHOOLS
Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 01/12/2022

Contract/Agreement Vendor: Banks Entertainment
Name of Vendor & Contact Person
info@banks-entertainment.com
Vendor Email Address
DJ and lighting services for Freshman Formal

Can't pay in advance?

Summary
BAFA Students
Reason/Audience to benefit
02/07/2022
BOE Date
1035.00
Amount of agreement

Person Submitting Contract/Agreement for Review: Heather Thatcher

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Beth Gilbert

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: NO

Leadership Team Member: Stan L. Dumas

Funding Source: BAFA StuCo 934 Fund 76-934-2199-337-900-0000-000-700
Fund/Project OCAS Coding

- Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)
- Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

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.

west part



Banks Entertainment
11063-D
S. Memorial Dr. #143
Tulsa, OK 74133
Phone: 918-551-6721
Info@Banks-Entertainment.com
www.Banks-Entertainment.com

EVENT SERVICE AGREEMENT

SECTION 1: CLIENT INFORMATION

Client: (first & last names of both parties) Broken Arrow Freshman Academy

Who will be our main contact? Heather Thatcher & Micah Marquette

Address: 301 W New Orleans St

City: Broken Arrow State: OK Zip: 74011

Cell Phone: 918-720-8967 Phone #2: 918-259-4330 x2829

Instagram Handle: _____

Email: hthatcher@baschools.org

Referred By: BAPS Vendor List
(Ex: Wedding Wire, Google, Vendor, etc.)

SECTION 2. EVENT INFORMATION

Event Type: (Check all that apply)

Wedding Ceremony Wedding Reception School Event Holiday Party Private Event

Ceremony Location: Central on Main (alternat Broken Arrow Freshman Academy)

Reception Location: _____

Reception Address: 210 N Main St (301 W New Orleans St)

City: Broken Arrow State: OK Zip: 74011

Date of Event: March 5, 2022

Event Start Time: 6:00pm Event End Time: 9:30pm

SECTION 3: TERMS AND CONDITIONS

This agreement is hereby made between the Client, described in section 1 of this contract, and Banks Entertainment, in regard to the Services described in section 3, which will be rendered by Banks Entertainment at the Event and Date described in section 2. This agreement is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond control. If such circumstances arise, all reasonable efforts will be made by Banks Entertainment to find replacement entertainment at the agreed upon fees. Should Banks Entertainment be unable to procure a replacement, Client shall receive a full refund. In the event of a pandemic (i.e. COVID-19), Banks Entertainment will allow the client to postpone the event due to government mandate for no additional charge, so long as Banks Entertainment is available on the new event date. The client will have 2 years from the time of postponement to reschedule the event. For any event that is postponed, the original remaining balance is still due by the original due date per this contract agreement. Client agrees that in all circumstances, Banks Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that Banks Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable unless Banks Entertainment cancels the engagement. The Client and Banks Entertainment agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Client breaches the contract, the Client shall pay Banks Entertainment the amount described below as "final cost."

No performance on the event shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with by Banks Entertainment relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the Client only. Banks Entertainment holds priority over other wedding professionals in the area of sound. We hold the right to deny the usage of mics or recording devices from videographers if the risk of interference presents itself. Banks Entertainment will only work with professional vendors, a list of the client vendors must be given to Banks Entertainment before the event.

It is understood that if this is a "Rain or Shine" event, Banks Entertainment' compensation is in no way affected by inclement weather. For outdoor performances, Client shall provide overhead shelter for setup area. Banks Entertainment reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to its staff, equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Banks Entertainment's compensation will not be affected by such cancellation.

It is hereby further agreed; that the Client shall be held liable for any injury or damages to the equipment, or the property of Banks Entertainment while on the premises of said event, if damage is caused by the Client or event guest, members of the Client's organization, employees, or any other party in attendance, whether invited or not. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Banks Entertainment' staff or any equipment in Banks Entertainment possession, Banks Entertainment reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Banks Entertainment shall resume performance in accordance with the original terms of this agreement. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Banks Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Banks Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Client shall provide Banks Entertainment with safe and appropriate working conditions. This includes an 8-foot by 8-foot area for setup, space for setting up speakers and lighting stands. Banks Entertainment requires a minimum of one 15-20-amp circuit outlet from a reliable power source, reachable within 50 feet of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to Banks Entertainment equipment due to improper power is the responsibility of the Client. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control if warranted; and furnishing directions to place of engagement. Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Client shall at all times have complete control, direction and supervision of the performance of Banks Entertainment at this event and the Client expressly reserves the right to control the manner, means and details of the performance of the services of Banks Entertainment. A written event/music planner or music request list must be received from the Client and forwarded to Banks Entertainment at least seven days prior to the date of the engagement for it to be included in Banks Entertainment' programming guidelines. With or without the aid of an event/music planner or music request list, Banks Entertainment shall attempt to play the Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. Banks Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least one week prior to the engagement. The Client will be liable and responsible for obtaining proper licensing for the reproduction of all media content at the event. In the event of non-payment, Banks Entertainment retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Banks Entertainment. The Client shall be charged \$50 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Banks Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Banks Entertainment time of arrival; however, Banks Entertainment requests to be permitted 120 minutes before the engagement and 60 minutes after the engagement for setup and takedown. Banks Entertainment also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried upstairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If the Client or venue requires Banks Entertainment to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Engagements within 1.5 hours of Tulsa, OKC, and Fayetteville Metro areas, will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$75.00 per additional hour. Engagements in excess of three hours will require accommodations be made for an overnight stay in a local hotel/motel for Banks Entertainment's staff to be provided by the Client. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon. The laws of the State of Oklahoma shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in Tulsa County. Client agrees to defend, indemnify, assume liability for and hold Banks Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Banks Entertainment's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Client may not transfer this contract to another party without the prior written consent of Banks Entertainment. This agreement is not binding until signed by the Client and Banks Entertainment has received it. Any changes must be written and signed by both the Client and by Banks Entertainment. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. Banks Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Banks Entertainment does not waive their right to exercise those options at a future date. By signing this contract, the client understands the final is cost is due even if the event is cancelled.

Client acknowledges the terms and conditions: _____

SECTION 4: PACKAGE INFORMATION

<input checked="" type="checkbox"/>	DJ Option					
	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input checked="" type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>	\$1,195.00
<input checked="" type="checkbox"/>	LED Up-lighting					12 LED Uplights
<input checked="" type="checkbox"/>	Monogram Light					One Included
<input type="checkbox"/>	Elegant Pin Lighting					
<input type="checkbox"/>	String Lights			Amount:		
				Total Cost:		
<input type="checkbox"/>	Bistro Lights			Amount:		
				Total Cost:		
<input type="checkbox"/>	Marquee Letters			Letters:		
				Total Cost:		
	Total DJ Package:			\$1,195.00		
	Additional Items:					
	Off Site Ceremony Fee:					
	Adjustments:			-\$200.00 Discount		
	Music Licensing Fee:			\$40.00		
	Final Cost:			\$1,035.00		
	Deposit Amount:			\$250.00		
	Remaining Balance:			\$795.00		

Remaining balance to be paid after the event

A \$250.00 deposit is required to reserve the date of the event. ~~The remaining balance is due two weeks before the event date.~~ By signing, the client accepts the terms and conditions of the proposed agreement and contracts the services of Banks Entertainment, which were established on the contract date specified below.

Authorized Client Signature: _____

Date: _____

Banks Entertainment: Michael Keith Banks

IF YOU ARE PAYING BY CHECK, JUST FILL IN THE REQUIRED BLANKS WITH ANY KEY IN ORDER TO SUBMIT

AUTHORIZATION FOR CREDIT CARD USE

THIS COMPLETED FORM IS REQUIRED TO PROCESS YOUR CONTRACT.

All information will remain confidential.

Name on Card: _____

Billing Address: _____

City, State Zip Code: _____

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (Last 3 digits located on the back of the card, or 4 digits on the front for AmEx.)

Amount to Charge at this Time: \$ _____ (USD)

Would you like to be set up on a payment plan for the remaining balance? Yes _____ No _____

(Payment Plan options: 3 months, 6 months, & 9 months leading up to wedding – We will contact you upon signing and choosing “Yes” to go over details, and finalize which plan you choose)

I authorize Banks Entertainment to charge the amount listed above to the credit card provided herein. By signing below, I also understand that Banks Entertainment will keep my credit card on file until after my event. I give them permission to run the card for the remaining balance of my event on the date the payment is due.

I also understand that I will be held liable if any equipment is damaged or stolen at my event and hereby authorize Banks Entertainment to run my card for the amount owed to repair or replace any damaged or stolen equipment.

I agree to pay for these charges in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign and Date

Print Name: _____

Date: _____

Signature: _____