

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 3/9/2022

Contract/Agreement Vendor: **Bounce Pro Inflatables, Nathan Watts**
Name of Vendor & Contact Person
info@bouncepro.net
Vendor Email Address
 Rosewood elementary is requesting the services of Bounce Pro Inflatables to provide two inflatables and a dunk tank for our Super Kids Day
Summary
Super Kids Day/Entire student body
Reason/Audience to benefit
4/11/2022 **766.00**
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Mickie Wyatt, Principal's Secretary

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Nathaniel Hutchings

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

Leadership Team Member: *Karla Dyer*

Funding Source: Student Activity Funds, 892 892.2199.449.900.1050.000.225
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.






Bounce Pro Inflatables
 4522 Edgewood Sapulpa, OK, 74066
 Phone: (918) 299-2141

Invoice: 9079575
Order Date: 1/28/2022

Event Location
Rosewood Elementary
Annie Eubanks
 4300 E Gary St
 Broken Arrow, OK 74014
 Cell: (918) 408-4533

Start Date: 5/13/2022 9:30am
End Date: 5/13/2022 4:00pm
Delivery method: Delivery

Name	Qty	Total
 All Star Modular Jump Theme	1	\$150.00
 52' Obstacle Course	1	\$400.00
 Dunk Tank	1	\$200.00

Discount

Rentals subtotal			\$750.00
Staffing			\$0.00
Delivery			\$16.00
Fees			\$0.00
		\$0.00	
TOTAL			\$766.00
Deposit Due			\$50.00
Amount Paid			\$0.00
Balance Due			\$766.00

Contract and Terms

Information & Terms: A non-refundable 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.

Rental Agreement/Release of Liability/Hold Harmless

In consideration of renting certain Rental Equipment described on the invoice page of this rental agreement, the parties do agree as follows:

Pre-existing Health Conditions: WARNING – Individuals with head, neck, back, or other muscular-skeletal injuries or disabilities, pregnant women, individuals with pre-existing injuries, small infants, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the unit at any time.

General Release/indemnity/hold harmless: I understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Bounce Pro Inflatables** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation of this activity, including those allegedly attributable to negligent acts or omissions. Should **Bounce Pro Inflatables** or anyone acting on behalf of **Bounce Pro Inflatables** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Bounce Pro Inflatables** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Bounce Pro Inflatables**, it is agreed to do so solely in the State of Oklahoma. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **Bounce Pro Inflatables** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **Bounce Pro Inflatables** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

Identity of Parties: For the purpose of this Rental Agreement: "**Bounce Pro Inflatables**" shall mean Partytime dba **Bounce Pro Inflatables**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "bill to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and or employees.

Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Bounce Pro Inflatables** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Date of Delivery" on the invoice page of this Agreement, unless otherwise agreed upon in writing, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **Bounce Pro Inflatables**. If the Equipment is delivered by **Bounce Pro Inflatables**, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or any other causes.

Returned Check Policy: In the event that a check is returned to **Bounce Pro Inflatables** for insufficient funds, customer agrees to pay the total reservation price as well as an additional \$25.00 fee to **Bounce Pro Inflatables** in cash immediately upon notice.

Weather: Bounce Pro Inflatables cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment/equipment rented and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he/she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends. No refunds are given once our equipment is delivered.

Possession/Title: Customer rights to possession of the Rental Equipment begin upon the items being delivered to Customer's premises and terminate on the actual pick up by **Bounce Pro Inflatables**. Retention of possession or any failure to permit the pick up of the item at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **Bounce Pro Inflatables** the full replacement value for such Equipment listed on the reservation form, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Bounce Pro Inflatables**. Title to the rental items is and shall remain in **Bounce Pro Inflatables**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Bounce Pro Inflatables'** delivery of the items, until **Bounce Pro Inflatables** pick up such items. A \$100 charge will apply if the customer does not maintain custody and control of the equipment. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Bounce Pro Inflatables** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **Bounce Pro Inflatables** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Bounce Pro Inflatables** immediately.

Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by

ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **Bounce Pro Inflatables** for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of your reservation agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string, mud, clay, or other materials.

Surface: It's the renters responsibility to let **Bounce Pro Inflatables** know where to setup the rental equipment. **Bounce Pro Inflatables** can not be held responsible for broken irrigation lines for sprinkler systems, its the renters responsibility to know their locations. It's the renters responsibility to remove all animal waste, sticks, rocks and debris from the area to be used by said rental equipment.

General Misuse: Do not allow the inflatable to rub up against any surface. NEVER place a water hose or water in general onto the inflatable unless it was reserved as a water unit on the reservation. If the inflatable is not intended to get wet and it should become wet, you will be assessed additional fees for negligence or abuse of inflatable as described in these additional terms and conditions of this Agreement.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

- Spilled food, candy, and drinks could result in a \$100 to \$500 Cleaning Fee.
- Negligence and damage to unit could result in a \$500 - \$15,000 Repair Fee.
- If unit is not repairable, a fee of \$500 - \$15,000 could result.
- Any tape or tape residue will result in a \$100 - \$500 Cleaning Fee.
- If any dry inflatable gets wet, there will be an additional \$150 drying/cleaning fee.
- SILLY STRING used on our equipment will result in a \$100 - \$15000 replacement fee.

Equipment Problems: *Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment.* In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problems, full re-inflate the unit prior to permitting anyone to use the unit; 4) if you cannot correct the problem, call our office at **(918) 299-2141** immediately.

Cancellation/Refund Policy: **All reservations must be secured with a non-refundable \$50 deposit by debit or credit card to hold your reservation.** You may cancel your reservation at any time but a \$50 cancellation fee will be charged. If you have a current reservation scheduled and you want to remove an item from the reservation within 7 days of your event date, you will be charged a \$50 fee per each unit removed. Any cancellations on the day of your event will result in you being liable for the full rental rate of your reservation. This cancellation and rescheduling policy applies to all customers, including churches, schools, corporates, individuals, etc. In the event of cancellation due to weather, your non-refundable deposit of \$50 will be applied towards another reservation within 1 year of this event date.

Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purposes or in any illegal manner or in any unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parishes, state, federal or other government or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

Legal Fees: In the event that an attorney is retained to enforce any provision of this Agreement, the prevailing party shall be entitled to recover any and all reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

Entire Agreement: This Agreement constitutes the full agreement between **Bounce Pro Inflatables** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that is in good working order.

Lessor will:

1. Provide the necessary staff to facilitate your event.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 3 110volt/20amp electric circuits.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 9 adult volunteer(s) to operate the activities.

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

Signature		Date
Printed Name		