

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 11/17/21

Contract/Agreement Vendor: Rewind Esports Inc
Name of Vendor & Contact Person
team@rewindesports.com
Vendor Email Address

ask about docs

Sponsorship Agreement

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.

Esports
Reason/Audience to benefit
12/6/21 BOE Date
\$ 0.00 Amount of agreement

Person Submitting Contract/Agreement for Review: Steve Dunn

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

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

Leadership Team Member: [Signature]

Funding Source: N/A
Fund/Project OCAS Coding

Consent Action
This Sponsorship Agreement term for the '21-'22 school year between Rewind Esports Inc and Broken Arrow Public Schools relates to sponsorship, marketing, and esports consulting opportunities outlined in the agreement.
Broken Arrow Public School's Esports program will utilize the sponsorship from Rewind Esports Inc to receive facilities at no charge for practice, league and tourney matches during certain days/hours, have a sponsor to host a Combine/ Showcase at the Sponsor's facility and other benefits as stated in the attached agreement.

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.

MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: December 6, 2021

Re: Rewind Esports Inc.

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and Rewind Esports Inc. for the purpose of providing sponsorship, marketing and esports consulting opportunities for the BAPS Esports program for the 2021-2022 school year. There is no cost to the District. S. Dunn

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

Broken Arrow Public School's Esports program will utilize the sponsorship from Rewind Esports Inc to receive facilities at no charge for practice, league and tourney matches during certain days/hours, include a sponsor to host a Combine/ Showcase at the Sponsor's facility and other benefits as stated in the attached agreement.

FUNDING

N/A

RECOMMENDATION

Approve



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Sponsorship Agreement

This Sponsorship Agreement ("Agreement"), effective as of August 1st, 2021, between Rewind Esports Inc. ("Sponsor") and Broken Arrow Public Schools ("BAPS"), relates to sponsorship, marketing, and esports consulting opportunities. The parties agree as follows:

Term: 07/01/2021 through 06/30/2022

BAPS Benefits: Sponsor will provide BAPS the benefits described in Exhibit A ("Benefits") in exchange for Sponsorship Benefits.

Sponsorship Benefits: BAPS will provide Sponsor the benefits described in Exhibit A ("Benefits").

Additional Provisions: This Agreement is governed by the additional Terms and Conditions set forth in Exhibit B.

AGREED AND ACCEPTED:

Rewind Esports Inc.

Broken Arrow Public Schools

By: [Signature]

By: _____

Name: TIMOTHY D. ANDERSON

Name: _____

Title: CFO

Title: _____

Date: 12/1/21

Date: _____



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Exhibit A

Sponsor will receive the following benefits:

- Sponsor's Logo on BAPS's Esports Teams' Jerseys
- Sponsor's Logo on BAPS's Esports Twitch Streams, Esports' Webpage and Esports' Social Media accounts.
- BAPS will participate in Combine / Showcase at Sponsor's facility (tryouts in front of university coaches) each semester.
- BAPS will encourage players to participate in Sponsor's youth esports development program managed by university and professional coaches and athletes.
- Sponsor's Logo will be displayed inside of BAPS's Esports Arena.
- BAPS practice, league, and tournament matches to be held at Sponsor's facility until suitable facilities are available at BAPS.

BAPS will receive the following benefits:

- Sponsor will provide their facilities at no charge for BAPS use for practice, league, and tournament matches Monday through Friday from 2:00 pm to 4:30 pm.
- Sponsor will host Combine / Showcase at Sponsor's facility (tryouts in front of university coaches) each semester.
- BAPS's Logo and Esports URL on Sponsor's Website, Social Media accounts, and Twitch streams.
- BAPS's Logo will be displayed inside of Sponsor's Esports Arena.
- Sponsor will provide Esports consultation to BAPS to help develop their esports program.
- Sponsor will carry and maintain general liability insurance in the following amounts: \$1 million per occurrence and \$3 million maximum.



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Exhibit B

Terms and Conditions

BAPS Marks: To the extent Benefits include the right to make use of BAPS's names, logos, trademarks, service marks, trade names or other identifying indicia ("BAPS Marks"), Sponsor shall provide BAPS, for prior review and approval, all proposed uses of BAPS Marks and examples thereof. Sponsor shall use BAPS Marks only (i) in the exact form, manner and context BAPS approves in writing and (ii) as further detailed on Exhibit A. Sponsor acknowledges BAPS Marks are and will remain the exclusive property of BAPS, which is the sole owner of BAPS Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or ownership claim to them. Each of Sponsor's uses of BAPS Marks, and any and all goodwill arising from each such use, inures solely to BAPS's benefit.

Benefits: Unless otherwise specifically stated on Exhibit A or elsewhere in this Agreement, all Benefits are for the contract term only. If, for any reason other than Sponsor's fault, BAPS is unable to provide Sponsor with any Benefit(s), then BAPS will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) BAPS is unable to provide Sponsor ("Alternative Make-Good Benefits"). Alternative Make-Good Benefits will be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

BAPS Notice: If BAPS terminates this Agreement prior to the end of the current Contract Year for which the BAPS Notice is applicable, then this Agreement will terminate upon BAPS's written notice to Sponsor and Sponsor will receive a pro rata refund of the Sponsorship Fee equal to the value of Benefits not yet received as a result of the termination.

Preparation of Promotional/Sponsorship Materials: BAPS is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from BAPS any such services for an additional service fee. Sponsor is responsible for timely submitting to BAPS its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to BAPS's written approval, which approval will not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which BAPS will provide Sponsor), BAPS has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or



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display, or if, after the deadline date, Sponsor submits to BAPS copy corrections of applicable Sponsorship Materials, then BAPS will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). BAPS's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement. Sponsor shall indemnify, defend and hold harmless BAPS, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from BAPS's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance: In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules, and regulations of BAPS and any athletics conference to which BAPS belongs (as BAPS may provide Sponsor from time to time). This obligation includes, but is not limited to, the obligation to comply with athletic conference bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor shall indemnify, defend and hold harmless BAPS, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

Effect of Breach: If Sponsor fails to make a payment by such payment's due date and fails to cure any such non-payment within ten (10) days after receiving from BAPS written notice with respect thereto, then BAPS reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from BAPS to Sponsor. If Sponsor breaches the BAPS Marks section (including, without limitation, any unauthorized use of BAPS Marks) or the Compliance section, then BAPS reserves the right to terminate this Agreement effective upon written notice from BAPS to Sponsor. If BAPS terminates this Agreement before the Term concludes due to Sponsor's uncured breach, then Sponsor will remain liable for all payments due under this Agreement whether accruing before or after such termination.

Cross-Default: In the event of an uncured breach in any agreement other than this Agreement between Sponsor and BAPS or any affiliate of BAPS, BAPS will have the right to terminate this Agreement effective upon written notice to Sponsor.

Unforeseen Events: If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, BAPS is unable to perform any of its obligations hereunder, then BAPS will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of



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this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee paid will be adjusted to reflect the Benefit(s) not available to Sponsor.

Late Payments/Sales or Other Taxes: All late payments are subject to a late payment fee of two percent (2%) per month or the highest rate allowed by law together with all costs and expenses of collection, including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than BAPS's income tax) is imposed in connection with any Benefits or payment hereunder, then Sponsor will pay such tax on or before the due date thereof and, if not otherwise paid, any unpaid amount thereof will be added to the invoice for the period that includes such due date.

Assignment: This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without BAPS's prior written approval, and no rights will devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment will be void and of no effect unless approved by BAPS in writing.

Subject to the foregoing: this Agreement will be binding upon any approved Sponsor assignee or successor, and this Agreement will inure to the benefit of BAPS, its successors and permitted assigns.

Miscellaneous: This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so and (b) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one (1) or more counterpart, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.

This Agreement is governed by and construed in accordance with the laws of the state of Oklahoma, without giving effect to its conflict of law rules.