

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 2/7/2024

Contract/Agreement Vendor: Joyful Jumps - Heather Price

Name of Vendor & Contact Person

jumpsok@gmail.com

Vendor Email Address

Inflatable bounce house for Super Kids Day on May 17, 2024

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.

ASECC Students

Reason/Audience to benefit

\$ 240.00

Amount of agreement

BOE Date

Person Submitting Contract/Agreement for Review: Julie Emanuel

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Teena Bowker*

Does this Contract/Agreement utilize technology? YES NO

If yes, Technology Admin: n/a

Cabinet Team Member: *Karen Dyes*

Funding Source: 75/892
Fund/Project

892.2199.449.900.1013.000.103
OCAS Coding

Please see attached contract for Joyful Jumps. They will deliver and set-up an inflatable bounce house for our Super Kids Day in May, 2024.

Consent

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.

Quote ID# 23365199

\$ Prices

Rentals	\$240.00
Subtotal	\$240.00
Tax	+\$0.00
Total	\$240.00

📅 Event Information

Event Name	
Organization	Broken Arrow Public Schools - Arrow Springs ECC
Address	101 W Twin Oaks St Broken Arrow, OK 74011
Surface	Grass - Allow Stakes
Referral	
Start	8:00am Fri, May 17, 2024
End	2:00pm Fri, May 17, 2024
Tax Exempt	Yes
Delivery Type	Drop-Off
Volunteers	0
Number of Gue...	

⋮ Rentals

Fire Dog Belly Bouncer Combo with Slide 1

📞 Contact Information

First Name	Julie
Last Name	Emanuel
Address	101 W Twin Oaks St Broken Arrow, OK 74011
Email	jemanuel@baschools.org
Home Phone	
Office Phone	
Cell Phone	(417) 459-1741



Joyful Jumps OK

ON Price Legacy LLC
11162 S 261st E Ave COWETA, OK, 74429
Phone: (918) 504-4074

Invoice: 23365199
Order Date: 2/6/2024

Event Location

Julie Emanuel
101 W Twin Oaks St
Broken Arrow, OK 74011
Phone:
Cell Phone: (417) 459-1741

Start Date: 5/17/2024 8:00am
End Date: 5/17/2024 2:00pm
Delivery method: Drop-Off

Name	Qty	Total
Fire Dog Belly Bouncer Combo with Slide	1	\$240.00
Rentals subtotal		\$240.00
Staffing		\$0.00
Delivery		\$0.00
Fees		\$0.00
Discount		\$0.00
Sales Tax	Exempt 0%	\$0.00
Total		\$240.00
Deposit Due		\$40.00
Amount Paid		\$0.00
Balance Due		\$240.00

We rented from you last year and loved it. Checking on availability for Friday, May 17, 2024 from 8 am - 2 pm. I will still need to submit a contract request to our Board of Education. Once approved, I'll submit a request for a purchase order. Just thought I'd get the ball rolling. Thanks! :) Julie

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.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Overnight Rentals: Lessee understands and acknowledges that the blower is to be removed from the inflatable device and locked up in a secure location overnight. _____ Initials

Delivery Policy: We will be there to drop off the rental(s) before the scheduled event starts, however there is a window of time based on our schedule that allows us to drop off the rental(s) at our earliest convenience before the event based on that day's scheduled route.

Generator Policy: If the lessee doesn't have correct number of electric circuits or voltage to support the rental(s) there is an automatic \$99 fee for the usage of ON Price Legacy LLC DBA Joyful Jumps generator.

Hold Harmless Provision: Lessee recognizes and understands that use of ON Price Legacy LLC DBA Joyful Jumps equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold ON Price Legacy LLC DBA Joyful Jumps harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless ON Price Legacy LLC DBA Joyful Jumps from injuries or damages incurred as a result of the use of said equipment unless ON Price Legacy LLC DBA Joyful Jumps operating the equipment and is deemed by a court of law to be negligent in its actions. ON Price Legacy LLC DBA Joyful Jumps cannot under any circumstances be held liable for injuries as a result of acts of God,

nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless ON Price Legacy LLC DBA Joyful Jumps from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between ON Price Legacy LLC DBA Joyful Jumps and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and ON Price Legacy LLC DBA Joyful Jumps, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Carnival Games/Concessions: If they are stolen, damaged, or destroyed, it is the responsibility of the lessee to pay the replacement or damage cost. They are intended to be played/used in a reasonable and respectful manner. The games/concessions are not to be misused in a manner which could cause damage. It is the lessee's responsibility to assure that misuse does not occur.

ON Price Legacy LLC DBA Joyful Jumps will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
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 0 110volt/20amp electric circuits within a distances of up to 100ft from inflatable placement.
2. Provide any required entrance codes and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

Operating Procedures and Safety Rules for Dunk Tank

SETUP AND OPERATION: The Lessee should have at least 1 person of average strength per rental unit available to assist with setup and take down of unit(s), if needed. There needs to be a designated person(s) who will be responsible for operation of the ride and/or equipment. No one less than 18 years of age may enter the dunk tank per the insurance policy. Lessee will need a water hose and/or a way to fill the Dunk Tank as ON Price Legacy LLC DBA Joyful Jumps does not provide a water hose and/or a way to fill it.

Lessee and/or designated person mentioned above is responsible for enforcing the rules.

Instructions for safety and operation will be emailed in advance and reviewed at the time of setup.

***Dunk Tank is 5ft 3in wide.** Gate must be wide enough to push through.

*No trees or tree limbs, bushes or shrubs should be in the way of the path for the Dunk Tank.

* Dunk Tank is 4ft deep. Users must be 18 years of age and 4ft 6in or taller to participate.

*Participants may not exceed 230 pounds.

***AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!**

Operating Procedures and Safety Rules for Inflatables

Each operator must read and understand the following instructions...

1. **Supervision by an adult trained attendant is required at all times.**
2. **Attendant shall make sure all riders are aware of the safety rules of the inflatable.**
3. The inflatables should not be operated if wind exceeds 25 mph or in rain or lightning conditions.
4. If during operation the wind becomes excessive (25mph), or it rains, unload the riders, deflate the ride and call Joyful Jumps.
5. The inflatables are not to be used when raining or wet! Please, **Do Not** spray water on the unit for any reason!
6. **No riders allowed on the inflatable while it is being inflated or deflated.**
7. All riders must remove their shoes.
8. **No silly string, glitters, make-up, face paint or toys are allowed in the inflatables.**
9. Riders should be sorted by size. Only riders of the same size should be allowed in the ride at the same time.
10. No riders under the age of 3 years old should be permitted without direct supervision from an adult.
11. Riders must remove loose or sharp objects including glasses and dangling jewelry. Glasses should be removed.
12. No food, gum, candy or drinks of any kind are allowed in or around the inflatable at any time.
13. The rated capacity should never be exceeded. The capacity of the ride is as follows:

Jump/Slide Combo Units: Small Children: 8-10

Medium Children: 6-8

Teens or Adults: 4-6

15' Bounces:

Small Children: 8-10

Medium Children: 6-8

Teens or Adults: 4-6

Obstacle Courses:

Small Children: 4-6

Medium Children: 2-4

Teens or

Adults: 2

14. The operator should assist the riders when they enter and exit the inflatable.
15. Persons shall go down slides and obstacle courses feet first, with no more than 2 riders at once.
16. **No** climbing up slides.
17. The operator should position himself/herself in close proximity to the entrance of the inflatable to ensure orderly and controlled entry and exit to and from the unit.
18. While the ride is in operation, the operator should watch the riders at all times. **No** flips, wrestling, roughhousing or horseplay should be tolerated.
19. **No** grabbing or hanging on the outside walls or roof. Anyone who does not obey the rules after being warned should be asked to exit the ride (**operators should be made to understand that they are in control of the ride...and removing someone from a ride who is not following rules is important for all riders' safety**)
20. The operator must strictly enforce the rules posted on the warning sign.

Emergency Procedures

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide...please use common sense when an emergency occurs.

Weather

Bad weather can arrive in the form of rain, lightning or strong wind. In each case you want to evacuate the ride as quickly and safely as possible.

- **Remain Calm!** If you panic your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion.
- After everyone has exited the ride, deflate the ride by turning off the blowers.
- Inflatable should be folded over once so that the interior is protected from the weather.

Loss of Electrical Power

When a loss of power occurs the ride will slowly start to deflate.

- Remain Calm!** This situation tends to cause panic...unless the operator stays calm and relaxed. Talk calmly to those inside the unit telling them not to panic while you're helping them walk out.
- Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in and the ride will re-inflate.
- Contact or have someone contact Joyful Jumps at 918-504-4074 to check the problem. **Do not leave the ride unattended.**

Damage

If the ride becomes damaged while in your operation, take the following steps.

- If the ride is ripped or otherwise begins to lose air, assist all riders from the ride and deflate it.
- Write down what happened, when, and any other details you observed and turn this report in to the Responsible Party.
- Contact Joyful Jumps at 918-504-4074 immediately. Do not attempt to continue to operate the ride.

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

Signature

Date

Printed Name

Hi Julie,

Thank you for choosing Joyful Jumps for your party! We would ask that you have a few things ready for your delivery:

- 1) Please know where the sprinkler lines are located in and around the area meant for the inflatable. Joyful Jumps is not responsible if a line is pierced with a stake.

2) Measure and know where your inflatable will be placed--being aware of low hanging limbs and power lines--is your gate at least 3 feet wide?? We need a wide gate to get the inflatable into your backyard. Please move any obstacles within the 3 ft wide runway to where your inflatable will be placed.

3) Please do not mow your lawn just before your delivery as cut grass tends to get everywhere both on the children's feet and in the inflatable

4) Pick up (or sweep) the area meant for the inflatable. Please pick up all dog messes, sticks, rocks, glass etc. for the safety of the children and the inflatable

5) If we will be on the concrete please let us know in advance if any grass is available around us to put a few stakes in to secure the units...that is always a good thing for extra stability of the units. Sandbags are good but stakes in the ground are always best when possible.

6) If we will be indoors please make sure your doorway is at least 3ft wide for the inflatable to be brought inside. Please sweep the floor to insure the safety of the inflatable and children!

If you have any questions between now and then please, feel free to give us a call!

Thanks again for your reservation and we sure look forward to serving you and your family!!

Brown, Janet L

From: Emanuel, Julie
Sent: Friday, February 9, 2024 9:31 AM
To: Contracts BAPS
Subject: FW: Updated contract info needed

Please see the response below from Heather Price at Joyful Jumps re: **not requiring** the following items for our contract:

- We can't pay a deposit
- We can't pay anything to the company if the event is cancelled (we can only pay for goods received)
- Our payment terms are net 30 days (their terms are fees due before or day of event which we can't agree to)

Thanks!
:) Julie

Thank you,

Julie Emanuel

Principal's Secretary
Arrow Springs Early Childhood Center
Broken Arrow Public Schools
918-259-4380, ext 3462
jemanuel@baschools.org



From: Joyful Jumps Team <jumpsok@gmail.com>
Sent: Thursday, February 8, 2024 9:29 PM
To: Emanuel, Julie <jemanuel@baschools.org>
Subject: Re: Updated contract info needed

CAUTION: This email originated from outside of the district. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Julie!

You don't have to do any of those things. We don't require deposits from schools, churches, organizations etc. Payment after the event is fine. If I remember correctly, that's how you've done it in the past. Let me know if you have any questions

Thanks,
Heather

On Thu, Feb 8, 2024, 11:17 AM Emanuel, Julie <jemanuel@baschools.org> wrote: