



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 5/16/2024

Contract/Agreement Vendor: Huddle Tickets, LLC dba GoFan, Katie McEntire

Name of Vendor & Contact Person

katie.mcentire@playonsports.com

Vendor Email Address

Advertising Profit Sharing 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.*

athletics

Reason/Audience to benefit

6/3/2024

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Dr. Dustin Smith

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 [Signature]

If yes, Technology Admin: [Signature]

Leadership Team Member: [Signature]

Funding Source: na

Fund/Project

na

OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Huddle Tickets, LLC dba GoFan for an advertising profit sharing agreement for 2024-2025. During the term on the agreement, 50% of net local ad revenue secured by Huddle Tickets, LLC shall be paid to Broken Arrow Public Schools within thirty (30) days after the end of the remittance period of June 30, 2025. There is no cost to the district.

**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: Mr. Chuck Perry

From: Dr. Dustin Smith

Date: 6/8/2023

Re: Huddle Tickets, LLC dba GoFan: Consent Agenda

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### **SUBJECT**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Huddle Tickets, LLC for an advertising profit sharing agreement. There is no cost to the district.

### **ENCLOSURES/ATTACHMENTS**

Agreement

### **SUMMARY**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Huddle Tickets, LLC dba GoFan for an advertising profit sharing agreement for 2024-2025. During the term on the agreement, 50% of net local ad revenue secured by Huddle Tickets, LLC shall be paid to Broken Arrow Public Schools within thirty (30) days after the end of the remittance period of June 30, 2025. There is no cost to the district.

### **FUNDING**

Not applicable

### **RECOMMENDATION**

Approve



**Advertising Sales Representative – Digital Ticket Sales  
Standard Terms**

THESE ADVERTISING SALES REPRESENTATIVE – DIGITAL TICKET SALES STANDARD TERMS ARE A LEGAL CONTRACT (“**AD TERMS**”) BETWEEN HUDDLE TICKETS, LLC (“**COMPANY**”), AND THE CUSTOMER IDENTIFIED ON AN ORDER FORM (“**CUSTOMER**” OR “**YOU**”) AND GOVERN ADVERTISEMENT SALES IN CONNECTION WITH THE GOFAN® SOLUTION, WHICH CUSTOMER USES PURSUANT TO THAT CERTAIN DIGITAL TICKET SALES AGREEMENT BETWEEN COMPANY AND CUSTOMER (THE “**GOFAN AGREEMENT**”). THESE AD TERMS SUPPLEMENT THE GOFAN AGREEMENT, AND CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN HAVE THE MEANINGS ASCRIBED TO THEM IN THE GOFAN AGREEMENT.

CUSTOMER AGREES TO BE LEGALLY BOUND BY THESE AD TERMS, INCLUDING THOSE WHICH LIMIT COMPANY’S LIABILITY. IF YOU ARE ACCEPTING THESE AD TERMS ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THESE AD TERMS. EACH OF COMPANY AND CUSTOMER ARE A “**PARTY**” AND COLLECTIVELY THE “**PARTIES**”. COMPANY AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. **Advertisement Sales.** The Parties acknowledge and agree that Company has the exclusive right throughout the Term to manage and sell all Advertisements (as defined below) contained in or published in connection with Digital Tickets for Customer’s Events and Customer’s Non-Ticketed Items as part of the GoFan® Solution under the GoFan Agreement. “**Advertisements**” means any and all advertising and sponsorship elements and inventory associated with Digital Tickets and Non-Ticketed Items, now existing or hereafter developed, including, without limitation, display advertisements on the Digital Tickets and associated confirmation pages and receipt emails.

2. **Local Ad Revenue Share.** During the Term (commencing after the date Customer accepts these Ad Terms), Customer shall be entitled to receive **fifty percent (50%)** of Net Local Ad Revenue (the “**Customer Ad Revenue Share**”), and Company shall retain fifty percent (50%) of Net Local Ad Revenue (the “**Company Ad Revenue Share**”). Within thirty (30) days after the end of each Remittance Period (as defined below) during which Company has received and recognized revenue from Local Advertisements (as defined below), Company shall remit to Customer the Customer Ad Revenue Share.

“**Local Advertisements**” means Advertisements sold to local sponsors and local advertisers directly for and are contained in or published in connection with Digital Tickets for Customer’s Events and Customer’s Non-Ticketed Items.

“**Net Local Ad Revenue**” means any and all revenue actually received and recognized by Company from the sale of Local Advertisements by Company during the Term less agency commissions, sales commissions, and other reasonable costs and expenses incurred in connection with the serving, sales and distribution of Local Advertisements (e.g., ad server expenses, associated bad debt, applicable taxes). Customer acknowledges that Company has the right, in its sole discretion, to sell the Local Advertisements in combination with other content or services, including, without limitation, content streaming and other digital platforms. In such instances, Company will base the value of such Local Advertisements on a number of verifiable factors as reasonably determined by Company. For clarity, Company has the right to set the rates for any Advertisements, in its sole discretion, and Company shall retain 100% of the revenue from regional, state-wide, national and other Advertisements other than Local Advertisements.

3. **Miscellaneous.** The parties acknowledge that the GoFan Agreement remains in full force and effect and is supplemented by these Ad Terms, and that the following provisions from the GoFan Agreement are incorporated herein by reference and shall apply *mutatis mutandis* to these Ad Terms: Section 5.4 (Taxes), Section 6 (Confidential Information), Section 7 (Intellectual Property/Proprietary Rights), Section 8 (Representations and Warranties), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 11 (Term and Termination) and Section 12 (Miscellaneous).

Term Length: July 1, 2024 through June 30, 2025

Accepted By: Alex Bush

Date: 5/15/2024