

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: October 30, 2023

Contract/Agreement Vendor:   
Name of Vendor & Contact Person

Vendor Email Address

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.*

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

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

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

Cabinet Team Member:

Funding Source:    
Fund/Project OCAS Coding

**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.**

## LOCATION AGREEMENT

Dated as of: 10/26/23 Project (name of project): JUST COUNTRY: OFFSEASON with ARCHIE BRADLEY

"Property", located at (address): Broken Arrow High School 1901 E Albany St, Broken Arrow, OK 74012

Property Grantor ("Grantor"): \_\_\_\_\_

Grantor Email: \_\_\_\_\_

Start Date: 11/12/2023 End Date: 11/14/2023

Company Representative (name and email): Desmond Clancy – desmond@hillsidestories.com

This Location Agreement ("**Agreement**") is entered into as of the date first set forth above, by and between Grantor (as defined above) and Cliff Media House, LLC DBA Hillside Stories., a corporation with offices located at 368 Broadway STE 414 New York, New York 10013 ("**Company**"). In consideration for the rights granted herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Rights.** Grantor grants to Company and its employees, contractors, agents, licensees, affiliates, and assigns (including without limitation event and program sponsors, advertisers and marketing partners) the right and permission: (a) from the Start Date through the End Date to enter, remain on and occupy all parts of the Property, both interior and exterior, with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities, including without limitation bringing in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed and to recover the same from premises upon completion of work; (b) to make audio and video recordings (including without limitation photographs) (collectively, "**Recordings**") on and of the Property (including, without limitation, any trademarks, tradenames, and logos owned or controlled by Grantor); and (c) irrevocably, to edit, broadcast and/or transmit the Recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Company may desire, whether or not in connection with the Project. Grantor acknowledges and agrees that Company's Start Date and End Date are subject to reasonable change acceptable to both parties based on defective equipment, weather conditions, fire, other acts of God, labor controversy, and any other "force majeure" type of event out of the control of Company and Grantor.
2. **Condition of Location.** Company will not make any modifications or alterations to the Property except with written permission from Grantor. Company will be responsible for any loss or damage to the Property directly caused as a result of Company's exercise of its rights under this Agreement. Company will use reasonable care to prevent damage to the Property and will return Property to Grantor in substantially the same condition as it was in immediately prior to the Start Date, provided that Company will not be responsible for any ordinary wear and tear associated with the exercise of rights under this Agreement nor for any damage that occurs to the Property prior to the Start Date or the date Company begins to use the Property, whichever is later. Company will surrender possession of the Property and remove its equipment promptly after the End Date.
3. **Ownership.** Neither this Agreement, nor any act, omission, or statement by Grantor or Company, conveys any ownership right to Company in the Property, or to any element or portion thereof. Company's permission to use the Property is expressly conditioned on Company not impairing Grantor's ownership rights to the Property in any way. All rights of every kind in the Recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Company, without consent from or any royalty, payment, or other compensation to Grantor, any tenant of the Property, or any other party with an interest in the Property.
4. **Credits.** Company may, in its sole discretion, accord Grantor credit in connection with the Project or the Recordings. If Company accords such credit, all aspects of such credit, such as font, size, duration, and placement, will be in Company's sole discretion.
5. **Release; Remedies.** Grantor waives all rights related to, and releases and discharges Company (and its employees, representatives, agents, successors, assigns, and licensees) from, all claims, demands, and actions for copyright or

trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, emotional injury or distress, or any other claim or cause of action arising from Company's exercise of its rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Recordings or the Project. Grantor may not cancel, terminate, rescind, or modify this Agreement, in whole or in part. Grantor has no right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Project and hereby waives its right to injunctive and other equitable relief in the event of a dispute with Company. Grantor's sole remedy will be an action at law for damages in the event of any breach of this Agreement by Company.

6. **Representations & Warranties.** Grantor represents and warrants that (i) it is the sole owner and/or authorized representative of the Property and it has full right, power, and authority to enter into and perform its obligations under this Agreement and grant the rights granted hereunder, and (ii) no consent or authorization from, or any payment to, any third party is required for Grantor to enter into this Agreement or for Company to exercise its rights under this Agreement. Company represents and warrants that it has the full right, power, and authority to enter into this Agreement.

7. **Indemnification.** Grantor will defend, indemnify, and hold harmless Company from and against all third-party claims resulting from Grantor's breach or alleged breach of this Agreement or any of the foregoing representations and warranties. Company will indemnify Grantor from any third-party claims arising out of personal injury or property damage caused directly by an act of gross negligence by Company or any of its employees, agents, or representatives at the Property.

8. **No Obligation to Use.** Company has no obligation to film or record at the Property, use the Recordings, create, produce, advertise, or promote the Project, include the Recordings in the Project, or exercise any rights granted or licensed herein. Grantor has no right to review or approve the Project or the Recordings at any time. Notwithstanding anything in this Agreement, Company is not obligated to depict or identify the Property in a particular way.

9. **Nondisclosure.** Grantor agrees not to disclose any information about the Recordings or the Project or Company's use of the Property without Company's prior written consent.

10. **Standard Terms.** Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses, respectively, set out above (or to such other address that the receiving party may designate in writing from time to time in accordance with this section). This Agreement is the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. The parties may not amend this Agreement except by a written instrument signed by both parties. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Company may assign, transfer, or delegate its rights or obligations, in whole or in part, under this Agreement to any party. Grantor may not assign, transfer, or delegate its rights or obligations hereunder, in whole or in part. This Agreement is binding on and inures to the benefit of each of the parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in the District of Columbia, and Grantor hereby irrevocably consents to the exclusive jurisdiction of such courts. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination. This Agreement may be executed in counterparts.

**GRANTOR**

\_\_\_\_\_  
Name:

Title:

**COMPANY**

*Desmond Clancy*

\_\_\_\_\_  
Name: Desmond Clancy

Title: Producer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Workers Insurance Agency LLC 228 Park Ave S. #36206 New York NY 10003	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Darrell Rivers</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 332-240-2886</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> drivers@wrapbook.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A :</b> NEW YORK MARINE &amp; GENERAL INS CO.</td> <td style="text-align: right;"><b>NAIC #</b> 16608</td> </tr> <tr> <td colspan="2"><b>INSURER B :</b></td> </tr> <tr> <td colspan="2"><b>INSURER C :</b></td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> </tr> </table>	<b>CONTACT NAME:</b> Darrell Rivers		<b>PHONE (A/C, No, Ext):</b> 332-240-2886	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> drivers@wrapbook.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A :</b> NEW YORK MARINE & GENERAL INS CO.	<b>NAIC #</b> 16608	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURED</b> CLIFMED-01 Cliff Media House, LLC DBA Hillside Stories 368 Broadway Frnt A New York NY 10013-3937																					

**COVERAGES                                      CERTIFICATE NUMBER: 1573982964                                      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PK202300027764	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="checked" type="checkbox"/> OWNED AUTOS ONLY <input checked="checked" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="checked" type="checkbox"/> HIRED AUTOS ONLY <input checked="checked" type="checkbox"/> Auto PD	Y		PK202300027764	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 Auto PD Deductible \$ 10%, 2500-7500
A	<input checked="checked" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="checked" type="checkbox"/> RETENTION \$ 10,000	Y		UM202300027764	7/28/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Retention \$ 10,000
A	<input checked="checked" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="checked" type="checkbox"/> Y <input type="checkbox"/> N/A			WC202300027764	7/28/2023	7/31/2024	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine Rented EQ: \$1M Deductible: \$2500	Y		IM202300007811	7/31/2023	7/31/2024	Misc. Equipment 1,000,000 Props, Sels, Wardrobe 1,000,000 3rd Party Prop Dmg. 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder is Additional Insured & Loss Payee as their interests may appear. Coverage is written on a worldwide, in-transit, replacement cost, and does not contain an unattended vehicle exclusion. This insurance is primary & non-contributory.

<b>CERTIFICATE HOLDER</b>  Broken Arrow High School 1901 E Albany St Broken Arrow OK 74012 United Sates	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i style="font-size: 1.5em;">Darrell Rivers</i>
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