

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/23/2023

Contract/Agreement Vendor: Portabull Storage, LLC - Jacob Gerondale

Name of Vendor & Contact Person

jacob.gerondale@portabull.com

Vendor Email Address

Refrigerated Storage Trailer

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.

CN

Reason/Audience to benefit

11/6/2023

BOE Date

To Be Determined
Amount of agreement

Person Submitting Contract/Agreement for Review: Jessica Cole

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Evelyn McDaniel

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: _____

Cabinet Team Member: Roslyn W. J.

Funding Source: 022 000-3140-446-700-0000-000-022

Fund/Project

OCAS Coding

Consent

Action

Accept and Approve the New agreement between Broken Arrow Public Schools and Portabull Storage, LLC to provide a portable refrigerated trailer for emergency purposes. The approximate cost to the District will be \$2,000 a month when in use and will be paid with Child Nutrition Funds. E. McNally

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: Emily McNally

Date: 11/6/2023

Re: Portabull Storage

SUMMARY

Accept and Approve the New agreement between Broken Arrow Public Schools and Portabull Storage, LLC to provide a portable refrigerated trailer for emergency purposes. The approximate cost to the District will be \$2,000 a month when in use and will be paid with Child Nutrition Funds. E. McNally

ENCLOSURES

Rental agreement
Terms and Conditions

RECOMMENDATION

Approve



PORTABULL STORAGE RENTAL AGREEMENT

RENT TO:

Name: Broken Arrow Public Schools Child Nutrition
 Address: 810 W Detroit St. Broken Arrow OK 74012
 AP Email Address(es): emcnally@baschools.org
jcole@baschools.org

SHIP TO:

Name: Broken Arrow Public Schools Child Nutrition
 Address: 810 W Detroit St. Broken Arrow OK 74012
 Delivery Contact: Amy Wickersham 918-259-4565

Equipment Type	Size	Door	Electrical Requirement
(1) 40' ground level refrigerated container and (1) transformer	8x40'	Swing	208/230V 3 phase (50 amp breaker)

Job #:	PO #:	Shipper:	Delivery Date:
			TBD

This rental agreement is made and entered into on the below date, between Portabull Storage, LLC, Hattiesburg, MS hereinafter referred to as "Portabull" and the person, firm or corporation whose name appears in the Customer Space above, hereinafter referred to as "Customer."

- Portabull hereby rents to Customer upon the following terms and conditions and those set forth in this agreement.
 - A \$70 cleaning fee will be added to final bill if returned uncleaned.
 - To avoid extra charges at time of release: Trailer/container is to be cleaned out and free of any obstruction that would prevent the driver from hooking to and picking up the trailer/container. Driver wait time is \$100/ per hour.
 - Customer will be responsible for any wrecker bills incurred during delivery or pickup of trailer/container after delivery truck leaves the public road. Customer is also responsible for leveling container once on property if needed.
 - Customer is responsible for opening Trailer/Container periodically to prevent contents from becoming molded or mildewed.
- Rental Agreement Term:** The minimum term shall be for the period of **1 month**, beginning on **TBD**.
- Rate Period:** Rent of **(\$1400)** dollars will be invoiced every **4 Weeks**.
- Bill Timing:** Freight billed upon delivery of the unit(s); Rental will be billed for each Rate Period in arrears; Net 10 day terms
- Delivery Details:**
 DELIVERY CHARGE: **\$500** PICKUP CHARGE: **\$500** TOTAL FREIGHT: **\$1000**
- Auto-Payment:** Customer may enroll in automatic payments. Save / tokenize a payment method in our secure, PCI compliant payment system. Auto-Pay discount of \$50 per rental rate period. Please indicate here if you would like to receive a separate email to sign up for Auto-Pay: **Yes** ___ **No** ___

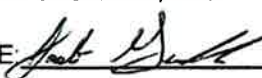
IN WITNESS WHEREOF, the parties have set their hand and seal to this rental agreement as of the date and year stated below.

EQUIPMENT KEPT PAST 2 WEEKS OF THE RATE PERIOD WILL BE BILLED IN FULL FOR THAT PERIOD.

CUSTOMER: _____

PORTABULL STORAGE, LLC

SIGNATURE: _____

SIGNATURE:  _____

DATE: _____

DATE: 10/24/2023

TERMS AND CONDITIONS

7. The terms and conditions set forth here constitute the entire agreement between the parties with respect to the subject matter of this rental agreement. There are no other agreements, representations, or warranties except those expressly set forth herein. No amend or addition to this rental agreement shall be valid unless contained in a writing signed by the parties to be charge thereunder.
8. Customer agrees to pay Portabull rent as stated in paragraph 3 on the reverse side hereof, during the entire term of this rental agreement . Rent is to be paid promptly by Customer upon receipt of each invoice per the payment terms, which shall be issued by Portabull from time to time, but no less frequently than once each rental rate period. To ensure timely payment of all rent and other sums due hereunder, Customer may enroll in automatic payments by indicating as such herein. By enrolling in automatic payments, Customer hereby irrevocably authorizes and instructs Portabull to debit when due all such payments owed by Customer to Customer's account on file. Further, by signing this Agreement, Customer acknowledges that automatic payments under this Agreement shall continue until such time as (i) this Agreement expires or is terminated as provided herein, or (ii) Portabull is notified by Customer that the equipment is ready for pick-up.
9. The equipment is and shall at all times remain the sole and exclusive property of Portabull, and Customer shall have no right, title, or interest therein except as expressly set forth in this rental agreement. Further, nothing herein shall be deemed to grant Customer (i) any right of ownership in or to the equipment, or (ii) the right to use the equipment as a deduction or write-off for taxable income purposes.
10. Customer shall have the right to use the equipment, but shall have no authority to remove same from where located by Portabull, without prior written consent of Portabull.
11. During the term of this Agreement, Portabull and its agents shall have the exclusive right of ingress and egress to the property on which the equipment is stored for the purpose(s) of inspecting, maintaining, restoring and/or removing the equipment. In the event the equipment is to be stored on property which is not directly owned by Customer, Customer shall immediately notify Portabull, and shall, at Portabull's option, disclose the name and information of the property owner. Customer shall also notify the property owner of Portabull's right of access to the equipment for the purposes herein stated at all times, with reasonable notice given to the property owner, during the term of this Agreement. Further, Customer understands and agrees that upon Portabull's entry onto the property for the purposes stated hereinabove, the entering thereon and taking of such action will not be deemed as trespass. Customer shall indemnify and hold Portabull and its agents harmless from and against any and all liabilities, claims (including claims of entry and/or trespass), actions, suits, damages, losses and expenses, court costs and reasonable attorney's fees, including but not limited to those that may be asserted by a third party against Portabull and/or its agents, arising out of, or resulting from, Portabull's right of access to and presence on the property for the purposes herein stated, except as a result of Portabull's gross negligence, willful misconduct or bad faith.
12. Customer shall not assign, transfer, pledge, or hypothecate this rental agreement or equipment, without first receiving Portabull's written consent. Portabull may assign its interest, or a part thereof, in this rental agreement without any notice to or consent from Customer.
13. Customer at its own expense shall purchase and maintain in force, during the continuance of this rental agreement, a policy or policies of insurance with an insurance company satisfactory to Portabull, insuring Customer and Portabull, as their respective interest may appear, with sufficient coverages of insurance to indemnify Portabull from any legal liability for bodily injury (including death) and for property damage rising out of or in any manner connected with the use or operation of the equipment. Customer shall deliver to Portabull upon request evidence satisfactory to Portabull of all such insurance.
14. Customer agrees to indemnify and save harmless Portabull from and against all claims, actions, proceedings, demands, costs, damages, expenses and liabilities, including attorney's fees, resulting from the use of operation of the equipment during the occurrence of this rental agreement, including without limitation the manufacture selection, delivery, possession, use, operation or return of the equipment.
15. Customer assumes and agrees to pay when due all fees, licenses, fines and other charges made, levied or assessed upon or with respect to the equipment (including, but not limited to, property taxes, licenses except vehicle registration licenses), excise, use, vehicle or motor carrier fees on account of or measured by the rental payments hereunder, and fines or charges levied or assessed in relation to the use or operation of the equipment, together with any interest or penalty charges related to any of the foregoing. Should Portabull be required to pay any of the above referred to taxes, fees, licenses, fines, or charges, Portabull shall invoice Customer in such amount which Customer shall pay forthwith. In the event of Customer's failure to pay promptly such invoice, Portabull may exercise the same remedies as are provided for by default in payment of rent under the rental agreement.
16. Customer shall not make any alterations, changes, or improvements in or to the equipment without the prior written permission of Portabull. All additions to and improvements of the equipment of any kind shall immediately become property of Portabull and subject to the terms of this rental agreement.
17. Customer, at its own costs and expense shall keep the equipment in good and efficient working order, condition and repair, reasonable wear and tear expected. Regardless of the cause of any damage to the equipment, all risks for loss or damage to it is the responsibility of the Customer. Should Portabull have to restore equipment to good working order, Customer agrees promptly to reimburse Portabull for all expenses incurred by Portabull under this paragraph.
18. At all times while in possession of the equipment, Customer shall be solely responsible for ensuring that the equipment is functioning properly by following standard operating procedures:
 - a. **Regular Oversight:** Check temperature and Standard Operating Status every 4-6 hours;
 - b. **Standard Operating Status:** No air flow obstruction inside the unit; no ventilation obstruction outside the unit; doors fully closed; ensure ground units are on a level surface; ensure diesel units have an appropriate fuel level at all times. Customer will be charged a re-priming fee in the event a diesel unit runs out of fuel;
 - c. **Notification:** Customer shall notify Portabull of any equipment malfunction and/or alarms as soon as possible;
19. Customer hereby assumes all risk of, loss of and damage to the equipment from any cause. No loss or damage to the equipment will impair any obligation of Customer under this rental agreement, which will continue in full force and effect. In the event of loss of or damage to the equipment, Customer at the option of Portabull, shall: (a) place the same in good repair; (b) replace the same with like property in good repair, which property shall thereupon become the property of Portabull and subject to this rental agreement, or (c) pay to Portabull the fair market value of the same based upon its condition existing prior to such loss or damage (giving due allowance to any salvage or insurance proceeds recovered by Portabull) and on such payment this rental agreement will terminate with respect to the equipment so paid for and Customer thereupon shall become entitled to the same, as owner thereof.
20. Upon expiration or earlier termination of this rental agreement in any manner whatsoever, Customer shall immediately return the equipment to Portabull in good order and condition, ordinary wear and tear resulting from proper use thereof alone excepted, and Customer shall promptly pay to Portabull upon being invoiced any and all remaining obligations under the terms of this rental agreement. Should Customer fail promptly to return the equipment to Portabull, Portabull is hereby authorized to enter any premises where the equipment may be and take possession of the same and remove the same to its own premises and Customer agrees to pay upon demand to Portabull any and all monies expended by Portabull in connection with the removal of the equipment, including but not limited to any transportation costs or legal expenses or fees. Should the equipment so return or picked up not be in the required good order and condition Portabull may exercise those rights and remedies as provided in paragraph 19 above.
21. Upon expiration or earlier termination of this rental agreement in any manner whatsoever, Customer hereby pledges any contents of the equipment for the payment of rent due and hereinafter to become due, of any transportation costs for removing the equipment, of any delinquent or due fees, licenses, taxes or charges, together with any interest or penalty charges, which were the responsibility of Customer, and of any reasonable attorney's fees and legal costs for a period of ten (10) days after notice of the same, then Portabull may sell the contents in any commercially reasonable manner after giving such notice to the Customer as the law requires from the proceeds of such sale, Portabull will deduct an amount sufficient to discharge any and all obligations due

from Customer to Portabull, including any expenses or costs mentioned herein and the expenses of sale, and will hold any surplus, without interest, for Customer.

22. The following events constitute default under the terms of this rental agreement (a) the nonpayment by Customer of any term, covenant or condition of this rental agreement which is not cured within thirty (30) days of any sum invoiced to and required hereunder to be paid by Customer; (b) the nonperformance by Customer of any term, covenant or condition of this rental agreement which is not cured within ten (10) days after notice thereof from Portabull; (c) any affirmative act of insolvency by Customer, or the filing by Customer of any petition under any bankruptcy reorganization, insolvency, or moratorium law or any law for the relief of, or relating to, debtors; (d) the filing of any involuntary petition under any bankruptcy statute against Customer, or the appointment of any receiver or trustee to take possession of the property of Customer; or (e) the subjection of any of Customer's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency. Upon the occurrence of an event constituting default, Portabull may at its option terminate the rental agreement and this right to terminate this shall not be affected because a previous similar default on the part of the Customer may have been waived or condoned by Portabull, and shall not preclude Portabull from simultaneously or later exercising any other right or remedy that may be available to it under this rental agreement or otherwise, all of such remedies being cumulative and not exclusive.
23. Customer shall be liable to Portabull for all costs and expenses, including reasonable attorney's fees incurred in collecting payments due or to become due from Customer together with interest at the rate of 18% per annum from the date invoices until paid, or in enforcing any rights of Portabull pursuant to this rental agreement.
24. This rental agreement shall be governed by and construed under the laws of the state of Mississippi. Any suit, action or claim brought regarding this Agreement shall be brought in the court of appropriate jurisdiction for Lamar County, Mississippi.
25. Portabull warrants that the equipment shall be fully functioning for the duration of the rental period. Portabull will coordinate repairs and maintenance on any trailers that may require them during usage at no additional cost unless repairs are due to lessee negligence. Portabull makes no other warranties, expressed or implied, as to the equipment, and assumed no responsibility for its fitness, merchantability, design, condition, capacity, suitability, performance, or damage to contents by any means whatsoever, including storm damage and natural disasters and leases the equipment, "as is".
26. Any provisions of this rental agreement which is prohibited by law shall be automatically reformed to be in compliance therewith and shall be ineffective to the extent so prohibited, without invalidating the remaining provisions of this rental agreement.
27. Customer must provide Portabull with an insurance binder on any trailer rented for road use. Also, Portabull must be notified at least one month prior to cancellation of such insurance.
28. Portabull Storage does accept credit card payments. However, all credit card payments will include a credit card processing fee.
29. If Customer turns in equipment, it must be returned to the same condition as it was delivered and unobstructed for pickup. If equipment is still in use on agreed time of pickup, Customer will be charged an additional pickup fee or "dry run" and rental billing will continue. If Customer does not return equipment in same condition as it was delivered, Customer will be charged a cleaning fee.
30. This rental agreement may not be amended, altered or otherwise modified in any way other than by an instrument in writing signed by both Portabull and Customer. Any amendment, alteration or modification hereof shall be null and void and shall not be binding upon either party who has not signed such instrument.



Portabull