

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11.13.2024

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

Accept and approve the NEW agreement between Broken Arrow Public Schools and The Arrow Group which will grant them advertising rights and privileges during the 2024-2025 school year. There is no cost to the District and they will pay us \$10,000.00

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.

ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of December, 2024, between the **INDEPENDENT SCHOOL DISTRICT NUMBER 3 OF TULSA COUNTY, OKLAHOMA**, AKA Broken Arrow, Public Schools, (“**THE DISTRICT**”) and Arrow Group a Division of Alliant (“**THE ADVERTISER**”).

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Grant of advertising rights.** The District hereby grants to the Advertiser those advertising rights and privileges, including the right to advertise on the specific video displays, scoreboards and electronic message centers (collectively the “Equipment”) located at or within the specific sites or facilities (collectively the “Facilities”) described on Attachment “A” attached hereto and incorporated herein. The Equipment provided by the District shall be operated and Advertiser’s advertisements shown as provided in the advertising specifications and in accordance with the terms and conditions set forth in Attachment “A.” The advertising rights shall apply to all District-sponsored athletic events and performances held at any of the facilities and during such other events as maybe determined by the District from time to time in the District's sole discretion.
2. **Term.** This agreement and the grant of advertising rights shall extend for a term of (3) years beginning the later of 2024 or the date the advertisements are installed on the Equipment, (the “Commencement Date”) and ending on the third anniversary of the Commencement Date. Each 12-month period during the Term commencing on the Commencement Date and each anniversary date thereof shall be referred to as an “Agreement Year.”
3. **Advertising fees.** In consideration for the advertising rights and other sponsorship recognition set forth on Attachment “A” Advertiser shall pay the sum of \$10,000 at the beginning of the Agreement Year in and on each anniversary date thereafter during the term of this agreement.
4. **Installation and maintenance.** The District will bear the responsibility and expense for the fabrication of the initial advertising panel or panels as described on Attachment “A” and for the maintenance and operation of the Equipment. The Advertiser shall be responsible at its sole cost and expense for maintenance and replacement of the advertising panels and for the creation and maintenance of digital advertisements including video and radio commercials. The Advertiser’s advertising panels will be prepared from artwork, plans and specifications provided by the Advertiser, in camera-ready or proper electronic format and approved by the District. The District shall bear the responsibility and expense for programming, initial animated messages and or message center content for the Equipment described on Attachment “A” and or for the converting into format displayable on the Equipment in the initial video content described on

Attachment "A," if any. The Advertiser shall cooperate with the District in connection with the fabrication, programming or conversion of advertising content and shall pay any expenses incurred as a result of changes to such content made or requested by the Advertiser. The initial cost of fabrication, programming or conversion shall be done by the District. All costs associated with changes to advertising content shall be borne by The Advertiser.

5. **Advertising content.** The District may reject in-whole or in part, any artwork or advertising copy which the District, in its sole discretion, determines to be in violation of District policy, objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with the existing marketing programs or contracts.
6. **Intellectual property.** The Advertiser represents and warrants to the District that all marks, logos and advertising copy provided to the District for display on the Equipment or at the District's facilities is owned by The Advertiser or that the Advertiser has the authority to make use of such property in the manner contemplated by this agreement. Advertiser agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising from any claim for copyright or trademark infringement or violation of other intellectual property rights, excluding any claims or liabilities arising out of the negligence or misconduct of Districts, agents, employees or students.
7. **Assignment.** This agreement may not be assigned by the Advertiser in whole or in part without the prior written consent of the District.
8. **Force Majeure.** District shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays, or for any reason including but not restricted to mechanical breakdowns beyond the control and without the fault of the District that impair or otherwise cause District to be unable to advertising/publishing at the time specified, District shall not be liable to Advertiser except to the extent of allowing a mutually agreeable rate, reduction or suitable make goods. If any such event occurs and such event precludes the advertising/publishing of the Advertisers elements for a period exceeding fourteen (14) consecutive days, the agreement may be terminated or the term can be extended for an equivalent at no additional cost to the sponsor of the sole discretion of sponsor.
9. **Limitation of liability.** The entire liability of the District to the Advertiser, whether arising in contract or in tort, will not exceed the total Advertising Fee paid to the District during the Agreement Year immediately prior to the event giving rise to the claim. In no event, will either party be liable to the other for incidental, indirect, special or consequential damages, but not limited to, loss of use, revenues, profits or savings.

10. **Warranties.** Advertiser acknowledges that District will use the Equipment as a teaching tool and that the District's students will be responsible in whole or in part for custom programming and or conversion of Advertiser's video content into formats displayable upon the Equipment and for operating the Equipment during events. Advertiser hereby acknowledges that the District has made no warranty, expressed or implied, concerning the Equipment, the advertising rights granted under this agreement or the operation of the Equipment, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Advertiser hereby releases the District from any claims or causes of action, liabilities or damages to the extent directly or indirectly, resulting from the negligence or fault of the District or the District's agents, employees or students with respect to the operation of the Equipment or the performance of any Services here under. Notwithstanding, the foregoing, District agrees to indemnify, defend and hold Advertiser harmless against any and all claims, losses or damages, including reasonable attorney's fees, arising out, in connection with, relating to or resulting from any claim or contention, whether well-founded, baseless or otherwise, howsoever relating in any way to its custom programming work including claims, damages, and liabilities for injuries suffered, including without limitation, any and all claims or liabilities for defamation, slander, libel, illegal or unfair competition, or trade practices; infringement of trademarks, trade names, service marks or program titles; violations of rights of privacy or publicity; infringement of copyrights, music performance rights and or other proprietary rights and the publication/broadcast of any material which is otherwise contrary to law, excluding any claims or liabilities arising out of the negligence or willful misconduct of Advertiser or its employees.

11. **Termination.** The District may terminate this agreement by written notice to the Advertiser of the Advertiser fails to pay advertising fees within ten (10) days after notice of non-payment for other material breach by the Advertiser of any other term or condition maintained herein.

12. **Miscellaneous:**

a. **Violation of laws, rules or regulations.** The parties agree that if any part or provision of this agreement is held to be invalid, illegal, void or in any other manner unenforceable or to be in conflict with any applicable law or regulation, the validity of the remaining portions or the provisions of this agreement shall not be affected and such part or provision shall be construed and enforced in the manner designed to effectuate the intent of the parties to the maximum extent permitted by law.

b. **Choice of laws.** This agreement shall be construed in accordance with the laws of the state of Oklahoma.

- c. **Entire agreement.** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior communications, representations or understandings. This agreement cannot be modified or otherwise amended, except by written instruments signed by both parties.
- d. **Attorney's fees.** And any action for breach or to enforce the terms and conditions of this agreement. The prevailing party shall be entitled to recover, against the non-prevailing party, a reasonable attorney's fee and all costs of the action.

Dated this 9th day of December, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 3
TULSA COUNTY, OKLAHOMA, A/K/A
BROKEN ARROW PUBLIC SCHOOLS

BY: _____
PRESIDENT, BOARD OF EDUCATION
"DISTRICT"

ORGANIZATION: The Arrow Group A Division of Alliant

BY: Terry D. Cupp

NAME: TERRY D. Cupp

TITLE: S.V.P.

"ADVERTISER"