



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/16/2022

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: *Nate Hutchings*

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

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

☒ **Consent**

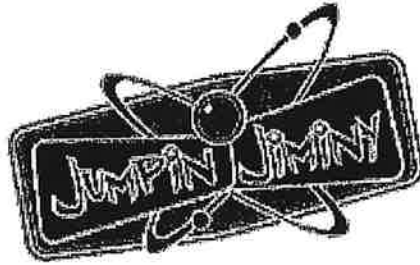
☐ **Action**

Accept and approve the new agreement between Broken Arrow Public Schools and Jumpin Jiminy, providing the dunk tank for Rosewood Elementary for December 7th, 2022. The total cost to the district is \$284.00 and will be paid from Activity Funds. N. Hutchings

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.




Invoice: 12141539
Order Date: 11/15/2022

Jumpin Jiminy, Inc.
P.O. Box 9454 Tulsa, OK, 74157
Phone: (918)291-5867

Event Location

Broken Arrow Public Schools
Michelle Bannon
Broken Arrow Public Schools
4300 E Gary St
Broken Arrow, OK 74014
Cell: (918) 893-6540 x6387

Start Date: 12/7/2022
11:00am
End Date: 12/7/2022 4:00pm
Delivery method: Drop-Off

Name	Qty	Total
 Dunk Tank	1	\$259.00

Rentals subtotal		\$259.00
Fuel Surcharge	E	\$25.00
Sales Tax	Exempt 0%	\$0.00
Total		\$284.00
Deposit Due		\$142.00
Amount Paid		\$0.00
Balance Due		\$284.00

Brown, Janet L

From: Hannah Young <jumpinjiminyinc95@gmail.com>
Sent: Friday, November 18, 2022 10:30 AM
To: Brown, Janet L
Subject: Re: FW: Michelle: Contract for your event

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.

I sent the no deposit statement in the other email thread with Michelle. Yes, that is okay.

Rosewood Elementary is not required to pay a deposit for their event on November 15, 2022. Jumpin' Jiminy will accept the full balance on or after the event.

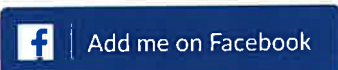


Hannah Young
Office Manager

(918) 291-JUMP | www.jumpinjiminyinc.com



YouTube Video



Create your own email signature

On Thu, Nov 17, 2022 at 2:26 PM Brown, Janet L <jlbrown@baschools.org> wrote:

Hello Hannah!

Will you send me an email stating that you are not going to charge us a deposit? Also, we can't pay for anything that is non-refundable, are you good with this as well?

Nannah Young

11/18/22

Contract and Terms

Broken Arrow Public Schools will pay Jumpin' Jiminy Inc. In full no less than 45 days post event date. If after the 45 days Broken Arrow Public Schools has not paid for their event in full the account will accrue past due fees. At this time all discounts will be removed and a service charge of \$25.00 or 2% of the amount owed, whichever is greater each month until account is paid in full. For accounts 30 days past due. Jumpin' Jiminy Inc has the right to charge the credit card on file of Michelle Bannon for any unpaid balance or to turn the customer over to collections.

CANCELLATION/WEATHER POLICY: If event is cancelled outside of 30 days from the start date of the event, the 50% deposit will be refunded, upon customer's request. Otherwise it will be applied to a future event within 12 months of the cancelled event. If event is cancelled, for any reason, within 30 days of the event, deposit cannot be refunded but will be applied to a future event within 12 months. Any fees from cancellation can not be used during any major holidays and customer gets one reschedule date only. **In case of a cancellation due to rain or inclement weather, please call Jumpin' Jiminy Inc. by 3PM on the day prior to your scheduled delivery day so that we can cancel the delivery of your rental and save you the delivery / service charge. Although we work with you to deliver at a convenient time, delivery times are at our discretion. Our staff will call to confirm delivery times. Customer must cancel event before Jumpin' Jiminy Inc. leaves its warehouse. If customer does not cancel, payment is due in full and no refunds or credits will be applied. If Jumpin' Jiminy Inc. employees are told to set up and begin to unload vehicle, full payment is due for the event.** Entertainers are reserved for your event when you book them. So, if an entertainer is cancelled within 14 days of your event, up to a full fee for that entertainer may be charged, in most cases 50% of the fee will be charged. **Jumpin' Jiminy Inc. reserves the right to not set up if payment, in full, has not been made prior to the event.** Any organization or customer that fails to pay a deposit, that organization or customer agrees to pay 50% of the entire invoice amount if event is cancelled within 36 hours of scheduled delivery time. Any other special cancellation provisions are at the determination of Jumpin' Jiminy Inc. Management and Owner. All credits are only good for Jumpin' Jiminy Inc. owned equipment. Credits cannot be used towards vendor items or staffing.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By renting Jumpin' Jiminy Inc. equipment and by signing this contract, you voluntarily assume all risk related to exposure to COVID-19.


Temporary Policy Adjustment to Deposits and Cancellation (Covid-19) 3/16/2020:

In the event of Coronavirus (Covid-19) issues, the lessee will reschedule the date of the rental to any day that that rental equipment is available, excluding holidays. As long as the lessee notifies Jumpin' Jiminy Inc. 48 hours prior to contracted event date, a credit will be posted to your account towards your future event with no expiration date for rescheduling.

When picking up rented equipment from Jumpin' Jiminy Inc., payment is due in full at time of pick up. Jumpin' Jiminy Inc. will not refund any money for loss of use due to weather or any other condition unrelated to malfunction of equipment rented from Jumpin' Jiminy Inc.


POWER/WATER: Broken Arrow Public Schools, must have their own dedicated 20-amp circuit breaker for each needed blower, to run effectively. Jumpin' Jiminy Inc. will only need standard 110 outlets to plug into. However, generators may be subleased through Jumpin' Jiminy, Inc. The customer can rent generators from another rental company, use ones donated to the event or use their own generators. If the customer is providing a generator it must meet our electrical requirements, generator must also be well running. **All generators provided by customer must be on site prior to set up.** Please call the office to get specific details on what size generator you need. Jumpin' Jiminy is not responsible for power on event site. If your power is not working you will still be charged the full price for your rental. In addition, Jumpin' Jiminy, Inc. equipment cannot be set up further than 100 feet away from the electric

source. All cords to be used will be provided by Jumpin' Jiminy, Inc. and we can ONLY USE OUR CORDS. Our staff cannot stay with you to help you figure out power issues as they have other events to get to.


 Agree I understand power/water instructions

If water equipment is being rented, **Broken Arrow Public Schools** is responsible for making sure a water source is available as well as a water hose that will reach your setup location.

SETUP/INSTALLATION: **Broken Arrow Public Schools** is responsible for the marking of all underground lines (including, but not limited to water, gas, sprinkler, electric, refrigerant lines) that may be affected by the staking of the rented equipment. **Broken Arrow Public Schools** is also responsible for any repair costs that may arise from an affected line. Jumpin' Jiminy, Inc. will not be liable for such costs. Equipment can NOT be set up in dirt, sand, gravel, or wood bits. Please make sure the area is free from animal droppings. Set up surface needs to be flat. Jumpin' Jiminy will need at least a full size gate free from any obstructions or obstacles to enter into. Some items require a double door or large gate. A few items we must drive directly up to for drop off. The client is required to notify Jumpin' Jiminy if any changes to set up surface that occur after scheduling. Jumpin' Jiminy will arrive with the equipment needed for a hard surface or grass set up whichever is indicated at the time of scheduling. Jumpin' Jiminy will go over set up surface again at the time of confirmation. If our staff arrive at your event sight and setup surface has changes and no notification has been given our staff will refuse set up at that time.

 Agree I understand setup surface instructions

SAFETY / OPERATING INSTRUCTIONS / INSURANCE: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions printed on the side of some equipment delivered, or on nearby provided signage, instructions are also included in the contract and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operations, supervision of and the use of the equipment. Customer further agrees to keep ALL equipment away from swimming pools, and customer understands and agrees that they will not operate any electrical equipment within 25' of swimming pools. By entering into this agreement, customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain ALL safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified, and who has not received instructions from customer on the safe operation and use of the equipment, nor shall customer allow any persons to use or operate the equipment when it is in need of repair, or it is in an unsafe condition or situation. Jumpin' Jiminy Inc. carries proper insurance for all employees, vehicles, and equipment

 Agree I understand the Safety/Operating Instructions

TERMS: The customer undersigned does agree as follows:

Lessee: Broken Arrow Public Schools

Lessor: Jumpin' Jiminy Inc. DBA: Jumpin' Jiminy Inc.

- **Broken Arrow Public Schools** (hereafter referred to as "lessee") agrees to rent all of the items listed on the invoice and to pay stipulated rental costs and expenses as set forth in the invoice.
- Lessee agrees to take care of all said equipment to comply with the rules for the use of said equipment, a copy of which is attached hereto and made a part hereof. A safety training video will be sent to Lessee in advance of the event. Lessee agrees to take safety training. A copy of training certificate will be sent by lessee to Lessor. Certificate will be attached to Lessee's account.
- Lessee agrees to make all rules known to all participants.
- Lessee agrees that in the event of the rented equipment is lost or stolen or destroyed before it is returned, to promptly pay to the lessor the full replacement value of such rented property, and if damaged in any way to pay an amount equal to the reasonable cost of repairing same.
- Lessee agrees not to remove or sublet the leased equipment from the location on which Jumpin' Jiminy, Inc. has assembled or installed it.
- Lessee grants Jumpin' Jiminy, Inc. right to enter lessee's property for delivery, pick-up of leased equipment.

. Lessee will provide volunteers to staff rental items unless Lessee has been told Jumpin' Jiminy Inc. will run the rental item.

• Lessee agrees understands and acknowledges that play on an amusement device entails both known and unknown risk including, not limited to, physical injury from falling, slipping, crash, or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressively release, indemnify forever discharge and hold harmless Jumpin' Jiminy Inc. from any and all liability, claims, demands, calls or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should Jumpin' Jiminy Inc or anyone acting on behalf of Jumpin' Jiminy Inc. be required to incur attorney's fees and costs to enforce this agreement, Lessee expressly agrees to indemnify and hold Jumpin' Jiminy Inc. harmless for all such fees and costs. I, the undersigned, or any of my participants file a lawsuit against Jumpin' Jiminy Inc., it is agreed to be solely in the state of Oklahoma. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. In consideration of being permitted by Jumpin' Jiminy Inc. to use this equipment and facilities, the undersigned and his/her participants agree to indemnify and hold harmless Jumpin' Jiminy Inc. from any and all claims which are brought by the undersigned and/or their participants. A set of rules and directions are either displayed on all of the moonwalks/inflatable/mechanical units, or have been provided to the undersigned which customer agrees to follow and utilize at all times during the operation and use of the unit. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties.

The party executing this contract on the part of the lessee has represented that he or she has the legal authority to enter into this binding contract. Failure to return all equipment shall be a breach of the contract and lessee will be immediately held responsible for all equipment replacement and may be subject to criminal prosecution.

Rules for all inflatables:

No shoes, eyeglasses, dangling jewelry, food, gum, candy, drinks or sharp objects allowed on/in rented equipment.

Never allow anyone to play on a partially inflated unit.

Do not allow anyone to hang on or pull on netting or climb on the outside of unit.

No fireworks, fires or smoking near inflatables

All spectators must remain a minimum of 10ft away from the perimeter of inflatables with exception of entrance or exit points.

No silly string allowed to be used around the inflatable. A cleaning fee will be charged if found on the unit.

Do not stick or tape anything to the inflatable

In the event of wind speeds reaching 15 mph, unload and deflate the inflatable.

An adult must be present at the entrance of the inflatable at all times and must enforce rules posted on equipment, verbal rules given by Jumpin' Jiminy Staff and rules in this contract.

Emergency evacuation procedures:

Stop riders from entering the device, including parents

Riders in the inflatable shall be told to leave through the entrance in an orderly manner.

Riders on the lower section of the climb shall be advised to climb back down and exit.

Riders on the upper portion of the climb shall be advised to slide down and exit.

Deflation time is approximately 45 seconds.

Rules for Dunk Tank:

Water must come from a drinkable water source and if it becomes cloudy,
drain and refill it.

Client must provide a water hose to reach the setup site.

If water is in the dunk tank, it MUST be attended by an adult, even if not in use.

Dunkee must be at least 18 years of age, at least 5' tall, and able to swim.

Weight limit: Not to exceed 250

Dunkee should move to the front of the tank when coming up out of the water
to avoid hitting head on seat.

Use the provided tennis balls only. NEVER use baseballs or other hard balls.

Never stand on seat. Keep hands on knees and sit forward.

DO NOT HIT TARGET WITH HANDS.

**DO NOT ALLOW OTHERS TO HIT OR PRESS THE TARGET WITH THEIR
HANDS!**

Required attendants: 1

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

Signature

11/16/2022

Date

Printed Name

(<http://www.jumpinjiminyinc.com/>)

Hannah Young

11/18/22

Hannah Young