

Shenandoah Community School District Board of Directors

<https://zoom.us/j/9639832592>

Password: 184925

April 15, 2020 – 5:00 p.m.

Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Action Items
  - a. Approve contract with Complete Weddings and Events for Homecoming DJ Services
  - b. Approve Negotiations with SEA for 2.6% for \$167,338
4. Discussion Item (possible action)
  - a. Furniture Purchase for the High School and Purchase Agreement
5. Informational Items
  - Next Regular Meeting – May 11, 2020 at 5:00 P.M.
6. Adjournment



**EVENT SERVICES AGREEMENT**

110 North 9th Street \* Omaha, NE 68102 \* 402-339-3535

Date of Event	Event Type	Agreement Number	Please Return By
Saturday, October 3, 2020	Homecoming	2,194,788	PLEASE RETURN BY 4/16/20

Client Information	Event Information
Shenandoah High School 1000 Mustang Dr. Shenandoah, IA 51601 cell: 319-572-8636 work: 712-246-4727 palmerwm@shenandoah.k12.ia.us	Attn: Wendy Palmer Shenandoah Middle School 601 Dr. Creighton Circle Shenandoah, IA

**INSTRUCTIONS FOR RESERVING OUR SERVICE**

Sign the Agreement and return with your deposit to secure your event .  
Due to HIGH DEMAND, our availability is limited; please call if you cannot meet the "Return By Date" above. We will gladly review pricing and extend the date if possible .

Summary of Products	Event Length	Times	Price	Discount	Fee
Signature DJ	Up to 3.00 hours	8:00 PM to 11:00 PM	\$587.00	\$0.00	\$587.00

Sub Total: \$587.00  
Sales Tax: \$0.00

Total: \$587.00

Non-Refundable Deposit: \$0.00

**Balance Due after Deposit: \$587.00**

Method of Payment: Check  MasterCard  Visa  Discover   
Card Number \_\_\_\_\_ Expiration \_\_\_\_\_  
Address of Cardholder \_\_\_\_\_ Zip \_\_\_\_\_ CVV2 # (back of card) \_\_\_\_\_

The purchaser of the service, hereinafter referred to as "client," desires to employ Complete Weddings and Events to provide the services enlisted above for one event.

To accomplish the aforesaid purposes and in mutual consideration of the obligations entered into under this contract, it is hereby agreed by and between the said Client and Complete Weddings and Events as follows:

- Complete Weddings and Events agrees to provide to the client for compensation certain services, which may include entertainment, videography, photography, and lighting services.
- The Client, in consideration for these services, agrees to pay Complete Weddings and Events, the deposit with the return of this agreement and the balance 1 week before the date of the event. Fees for extended services outside the hours hereuntofore agreed upon in this contract, requested by the Client Shall be due 1 week before the date of the event.
- Complete Weddings and Events agrees that either its owners or employees are authorized by the terms of this agreement to collect the remaining balance owed to Complete Weddings and Events to execute the terms of the agreement.
- The Client agrees that as a condition precedent to the services of the terms of the agreement with Complete Weddings and Events, he/she will have prior to the time of the event, secured the facilities for the event as well as any and all stamps, licenses, authorizations and permits that are necessary and proper to allow Complete Weddings and Events to execute the terms of the agreement.
- Client agrees to cooperate fully with Complete Weddings and Events and understands without full cooperation by Client and other service providers, satisfaction cannot be guaranteed.
- Although Complete Weddings and Events provides back up personnel and equipment for most essential items, Complete Weddings and Events is not liable for damages arising from inherent equipment defects or fault, or other causes beyond its control. Liability in any event is limited to the refund of fees paid only.
- Client is responsible to provide adequate shelter from inclement weather and extreme temperate, and to provide an alternate location to provide said services, as required Complete Weddings and Events to operate. Complete Weddings and Events, at its discretion, reserves the right to decline service outdoors in inclement weather and extreme temperatures.
- Client grants Complete Weddings and Events full production and editorial control regarding all aspects of these production(s). In the case of a particular segment of the event is either not captured, partially captured or not part of the final edited production, it is at Complete Weddings and Event's sole discretion. Complete Weddings and Events takes utmost care with respect to the capture, editing, duplication, and delivery of the products and services offered.
- If Client is providing original prints/negatives or items to Complete Weddings and Events for production, Client agrees that in the event of loss or damage due to Complete Weddings and Event's negligence, Complete Weddings and Events shall not be held liable for any amount in excess of \$3.00 per print/negative or item.
- Complete Weddings and Events is released by Client to use photographs and video taken at this event for display, promotional, publication or other purposes.
- Complete Weddings and Events agrees to make photographs and video taken available for purchase by Client for a period of up to one year from the date of the event.
- If Client has requested a specific staff member for the event, Complete Weddings and Events will make every effort to supply the staff member request, but Complete Weddings and Events cannot be responsible for conditions beyond its control which would prevent requested staff member from working/performing at the event, such as but not limited to, sickness, emergencies, or loss of employment. In such an event, Complete Weddings and Events will supply the client with a comparable Complete Weddings and Events staff member.
- Liability of Complete Weddings and Events shall not exceed total cost of services.
- Should Client breach the terms of this agreement in any way including canceling, Client, agrees that Complete Weddings and Events will retain the total amount of the non-refundable deposit as liquidated damages and not as penalty; and if event is not cancelled in writing 45 days prior to the event date, Client agrees to pay total amount due. If client cancels a service, the deposit attached to that service cannot be transferred to another agreement. Due to package pricing, if client cancels a service, the pricing for other services is subject to change.
- Client agrees to and is fully responsible by law to pay any sales tax applicable to the services provided. Sales tax is subject to change at any time between deposit date and the date of final payment.
- Client agrees to pay Complete Weddings and Events the balances due 1 week before the date said services are provided to Client. Should Client fail to do so, Client agrees to pay reasonable attorney fees, \$50.00 late fee, plus 18% per year interest on the final balance due, and all other costs and expenses necessarily incurred for the recovery of that amount. If your bank dishonors your payment by check, Client authorizes Complete Weddings and Events to electronically debit your account for the amount of the check, plus a \$30.00 processing fee.

Shenandoah High School

Your Name--Printed

Signature

Date

Amanda Nowak

Complete Representative

Signature

04/09/2020

Date

## PURCHASING AGREEMENT

### EDUCATIONAL FURNITURE AND EQUIPMENT SHENANDOAH COMMUNITY SCHOOL DISTRICT SHENANDOAH IOWA

#### HIGH SCHOOL

THIS AGREEMENT (this "Agreement") is made as of this 13<sup>th</sup> day of April, 2020, (the "Effective Date") by and between SHEHANDOAH SCHOOL DISTRICT / HIGH SCHOOL and PREMIER FURNITURE & EQUIPMENT.

NOW, THEREFORE, in consideration of the conditions and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Product Selection and Quantity, and Assignments per attached Project Inventory - Furniture.
2. Term. The term of this Agreement shall begin on the Effective Date, with approximate delivery date of July 15<sup>th</sup> 2020 and substantial completion on August 15<sup>th</sup> 2020. Delays due to site readiness will result in delays of furniture installation.
3. Warranties. Seller shall warrant the products in accordance with this Agreement per manufactures written warranty.
4. Finish Selection: All product selection pricing based on manufacturer standard finish selections. Selections made from non-standard selections will result increased costs to Owner and extended lead-times.
5. Substitutions: In the event product availability is limited, Seller reserves the right to provide equal product substitution for specified products. Substituted product must meet or exceed basis of quote. Any additional costs will be responsibility of Seller.
6. Shipping (Purchaser Accepting Delivery): Seller shall provide third party shipping of all products. Seller shall request shipper to contact Purchaser prior to delivery to coordinate details. Seller shall coordinate, accept and unload delivery. Any shortages or damages must be noted on shipping paper work prior to signing and reported to Seller with in 24 hours of receipt. Multiple deliveries will be probable.
7. Assembly (Purchaser Assembling): Seller to provide assembly of product per manufactures specifications. Work to be completed at same location of end user location. Purchaser to provide any assembly / installation restrictions or specific scheduling, to Seller, 30 days in advance of arrival of shipments. Additional handling, storage or labor costs will result in additional fees due to Owner. Assembly costs included in quoted unit price.
8. Installation (Purchaser Installing): Seller to place free standing products in assigned room. Any product requiring staging locations or multiple moves will incur added costs and to be paid by Owner. Products requiring permanent mounting to wall, floor or ceiling surfaces are responsibility of Purchaser. Installation costs included in quoted unit price.
9. Payment Terms: Seller to provide lump sum invoicing of product and services based upon following schedule: 25% at time of order, 25% prior to shipment, 50% upon satisfactory completion. Invoice terms – due upon receipt to Seller. Seller will submit payment to each manufacturer, vendor and provider for product, and service costs.
10. Purchasing Agreement: All purchases and services are in agreed accordance with attached Premier Furniture & Equipment Terms & Conditions.
11. National Buying Contract Purchase: Seller to provide pricing based on National Contract, pre-negotiated pricing contracts, as eligible. This signed agreement serves as approval for Seller to process orders to each manufacturer for production and shipment. Purchaser acknowledges that all product manufacturers may not have established National Contracts and that comparable pricing provisions have been utilized. Pricing based on current list pricing as published by Vendors at time of this agreement. Seller will submit purchase orders direct to each manufacturer.



**PURCHASING AGREEMENT**

**EDUCATIONAL FURNITURE AND EQUIPMENT  
SHENANDOAH COMMUNITY SCHOOL DISTRICT  
SHENANDOAH IOWA**

**SHENANDOAH HIGH SCHOOL**

**Total Project Costs – Not to Exceed: ..... \$174,520.00**

**IN WITNESS WHEREOF**, each party has caused this Agreement to be properly executed on its behalf as of the date first written above.

**PURCHASER:**

SHENANDOAH Community School District

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SELLER:**

**Premier Furniture & Equipment**

By: \_\_\_\_\_

Name: Eric Eckerman

Title: Project Consultant

Premier Furniture & Equipment  
Eric Eckerman  
PO Box 223  
Waverly, IA 50677  
319-559-8827  
erice@fepremier.com

