

# GLASSBORO SCHOOL DISTRICT

## Monthly Board Items

**Date Submitted:** 9-18-19

**Proposed Effective Date:** 9-27-19

**Short description (title):** Bicycle Stunt Show with Anti-bullying Theme for Renaissance Rally

**Building:** Thomas E. Bowe School

**Submitted by:** Craig Stephenson/Mary Aruffo

<b>Proposed cost/amount:</b>	\$1,200	<b>Funded through:</b>	Renaissance Account	<b>Grade(s) impacted if any:</b>	4 – 6/All Students
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**Board Action Requested:**

Request that the Glassboro BOE approve a Renaissance Rally Event that will feature a Bicycle Stunt Show performed by Dialed Action.

**Details and ramifications:**

The stunt show will serve as a Renaissance Rally through which Bowe's Renaissance program will be introduced to motivate students to meet the criteria for inclusion in Renaissance which will give them access to future Renaissance events. There will be an anti-bullying theme to the show along with a bicycle safety message.

**Positives:**

This is a schoolwide event. All students participate in the Renaissance Kickoff Rally. Moving forward, students must meet the academic, behavioral, and attendance criteria to participate in quarterly Renaissance events.

**Concerns:**

None

**Other Comments:**

None

FOR OFFICE USE ONLY:

Board Date: \_\_\_\_\_

Approved: Y or N

Index #: \_\_\_\_\_



# DIALED ACTION

## EVENT AGREEMENT

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### CLIENT INFORMATION

**Legal name of client entity:** Thomas E. Bowe Elementary School  
**Legal address of entity:** 7 Ruth Mancuso Lane, Glassboro, NJ 08028  
**Contract contact person:** Mary Aruffo  
**Phone:** 856-534-0632 **Email:** maruffo@gpsd.us

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### PROGRAM INFORMATION

**Show date:** 09/27/19 - 09/27/19  
**Venue address:** 7 Ruth Mancuso Lane, Glassboro, NJ 08028  
**Event-day contact person:** Mary Aruffo  
**Event-day phone:** 856-534-0632  
**Show quantity:** 1  
**Arrival time:** 1-1/2 hours beforehand **Show times:** 1:45pm **Time zone:** EASTERN  
**Are you able to accommodate either show type:** BMX ONLY

120x20

30x30

**What surface will shows be held on:** BLACKTOP/CONCRETE

**Program message (if any):** Anti-Bullying and Bike Safety

**Is an indoor location available in the event of rain:** NO- Inside Option

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## PAYMENT INFORMATION

### Summary of charges:

First show performance fee	\$1,200.00
Additional performance fee	\$0.00
Fuel	\$0.00
Lodging	\$0.00
Rain Date reserved -	\$0.00
Other - ( )	\$0.00
	<b>\$1,200.00 TOTAL DUE</b>

**Initial deposit:** A **\$0.00** deposit is due within 15 days of contract signature. Please mail to below address.

**Remaining balance:** Remaining **\$1,200.00** balance will be due at the conclusion of final performance. Please present check to on-site team manager in a stamped envelope addressed and made-out to:

Dialed Action Agency, LLC  
22 South Valley Rd.  
Lincoln Park, NJ. 07035

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## PERFORMANCE OBLIGATIONS OF DIALED ACTION AGENCY

Agent agrees to the following services:

- Provide professional cyclist(s) and equipment to perform 1 bicycle stunt shows.
- Set up and tear down all performance gear.
- Supply PA system, music player, and microphone equipment.

**Assignment and Delegation:** All performance teams of the Dialed Action Agency are independently owned and operated. Client understands and agrees that the Performance Obligations and Liabilities of this agreement will be assigned to an independently owned and operated performance team.

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## RESPONSIBILITIES OF CLIENT

Client agrees to provide the following:

- Provide 1-2 hours for set up and 1 hour tear down time.
- Provide a power source (standard outlet) no more than 75 ft from performance area.
- BMX shows require 20 ft by 100 ft area. MTB shows require 30 ft by 30 ft area. Plus audience space.

Should the Client not adhere to its Duties and Obligations, the Agency or Performance Team may cancel the performance and require full payment from the Client.

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## TERMINATING THIS AGREEMENT

Either party may terminate this Agreement at any time by giving 30 days written notice of termination. In the event this agreement is terminated by Client, no refund of deposit will be due to Client. In the event this agreement is terminated by Agent, Client shall be due a refund of any and all deposits.

Agent will be entitled to full payment for any cancellations within 30 days prior to the event date.

Agent shall be entitled to full payment for any services performed prior to the date of termination or reimbursement for any non-refundable expenses incurred by Agency or Performance Team in preparation for canceled event.

#### INCLEMENT WEATHER / RAIN DATE OPTION

Reserved rain dates are available for purchase. In the event of inclement weather (rain, snow, extreme wind, etc.) for an outdoor performance, the Client may exercise their "rain date" option no less than 24 hours prior to first scheduled show. Should inclement weather occur while the Performance Team is traveling to the event or on site for the performance, the Performance Team will make a good faith effort to accommodate the Client and perform the scheduled show. This effort includes but is not limited to, waiting a period of time determined by the Performance Team to allow the weather to clear and/or dry any wet performance areas after a weather event to allow for a safe performance. Once on-site, the Performance Team has sole discretion whether to perform in threatening weather. Should the Performance Team conclude that it is not safe to perform (for the riders and/or attendees); a 100% payment is required. Rain dates can not be purchased within one week of event date. No refunds are given if rain date option is not exercised.

#### INDEPENDENT CONTRACTOR

Dialed Action Agency is an independent Agent/Contractor, not Client's employee. Employees, subcontractors and assignees of Agent are not Client's employees. Agent and Client agree to all rights consistent with an independent contractor relationship.

Agent shall pay all required taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- Withhold FICA from Agent's payments or make FICA payments on Contractor's behalf.
- Make State or Federal unemployment compensation contributions on Agent's behalf, or
- Withhold State or Federal income tax from Agent's payments.

A W9 form is attached to this agreement for your convenience.

#### INSURANCE, ASSIGNMENT, AND RELEASE OF LIABILITY

Declarations page of \$1M liability Policy will be furnished by Assigned Performance Team. All Performance Teams, including "Dialed Action" branded teams are independently owned and operated. Client hereby indemnifies and holds Dialed Action Agency from any and all liability incurred as a result of the obligations of the agreement and agrees that all performance obligations and liabilities will be assigned to an Assigned Performance Team. Dialed Action Agency, LLC has the sole and exclusive right to assign the Performance Obligations and liabilities of this agreement. Summary of minimum team limits:

EACH OCCURRENCE \$1,000,000	DAMAGE TO PREMISES \$100,000	MEDICAL EXPENSES \$5,000	PERSONAL AND ADV INJURY \$1,000,000	GENERAL AGGREGATE \$1,000,000	PRODUCTS \$1,000,000
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CLIENT SIGNATURE

DATE

CLIENT NAME AND POSITION (please print)

BRIANCUNNINGHAM

CHRISCLARK



## DIALED ACTION

### DEPOSIT INVOICE

Thomas E. Bowe Elementary School  
 7 Ruth Mancuso Lane, Glassboro, NJ 08028  
 EVENT DATE: 09/27/19 - 09/27/19

\$1,200.00	First show riding fee
\$0.00	Additional shows riding fee (if any)
\$0.00	Fuel Reimbursement
\$0.00	Lodging Reimbursement
\$0.00	Rain Date
\$0.00	Other ( )
\$1,200.00	TOTAL PROGRAM PRICE
<b>\$0.00</b>	<b>DEPOSIT NOW DUE</b>

Please remit payment within 15 days:  
 Dialed Action Agency, LLC  
 22 South Valley Rd  
 Lincoln Park, NJ 07035

[www.dialedactionsportsteam.com](http://www.dialedactionsportsteam.com)



## DIALED ACTION

### FINAL INVOICE

Thomas E. Bowe Elementary School  
 7 Ruth Mancuso Lane, Glassboro, NJ 08028  
 EVENT DATE: 09/27/19 - 09/27/19

\$1,200.00	First show riding fee
\$0.00	Additional shows riding fee (if any)
\$0.00	Fuel Reimbursement
\$0.00	Lodging Reimbursement
\$0.00	Rain Date
\$0.00	Other ( )
\$1,200.00	TOTAL PROGRAM PRICE
\$0.00	DEPOSIT PAID
<b>\$1,200.00</b>	<b>DUE AT the CONCLUSION OF FINAL SHOW</b>

Please present check to Performance Team Manager at the conclusion of performances in a sealed and stamped envelope addressed to:

Dialed Action Agency, LLC  
 22 South Valley Rd  
 Lincoln Park, NJ 07035

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dialed Action Agency, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>22 South Valley Rd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lincoln Park, NJ 07035</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	3	-	2	7	6	1	0	6 4

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **1.1.2019**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form


An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INSURANCE

<b>PRODUCER:</b> LESTER KALMANSON AGENCY, INC. &/OR MITCHEL KALMANSON P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 / FAX: (407) 645-2810 WWW.LKALMANSON.COM/ MITCHEL.K25@HOTMAIL.COM	<b>DATE ISSUED:</b> 10/24/2018 <b>COMPANY:</b> 100% CERTAIN UNDERWRITERS AT LLOYD'S / LONDON ( CNP4 )	
<b>NAMED INSURED:</b>  DIALED ACTION SPORTS TEAM, LLC C/O BRIAN CUNNINGHAM 22 SOUTH VALLEY ROAD LINCOLN PARK, NJ 07035	<b>POLICY NUMBER:</b> CNP18205	
	<b>EFFECTIVE DATE:</b>  10/24/2018  (BOTH DAYS AT 12:01 A.M.	<b>EXPIRATION DATE:</b>  10/24/2019  LOCAL STANDARD TIME)
<b>COVERAGE INFORMATION</b>		
THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS.		
<b>TYPE OF INSURANCE:</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> MANUSCRIPT POLICY FORM	<b>LIMITS:</b> GENERAL (ANNUAL) AGGREGATE: \$1,000,000.00 LIMITED PRODUCTS AGGREGATE: \$ -0- PERSONAL & ADV. INJURY: \$ -0- EACH OCCURRENCE: \$1,000,000.00 FIRE DAMAGE (ANY ONE FIRE) \$ -0-	
RETRO DATE: 10/24/2018 ( AT 12:01 A.M. LOCAL STANDARD TIME )		
*****PROOF OF INSURANCE*****		
CERTIFICATE ONLY VALID WITH ATTACHED ADDENDUM "A" WITH DESCRIPTION OF LIABILITY COVERAGE(S) AFFORDED  EVENT DATE(S): VARIOUS THROUGHOUT POLICY PERIOD  EVENT LOCATION: VARIOUS TRAVELING ( USA & CANADA ) LOCATIONS		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE(S) AFFORDED BY THE POLICY(S) LISTED. "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"		
SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, ITS AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL.		
<b>CERTIFICATE HOLDER / PROOF OF INSURANCE:</b>     <div style="text-align: center;"><b>PROOF OF INSURANCE ONLY</b></div>	<b>AUTHORIZED REPRESENTATIVE:</b>   <div style="text-align: center;">               x              MITCHEL KALMANSON / PRESIDENT           </div>	


Indemnification Agreement:

To the fullest extent permitted by law, Dialed Action Agency, LLC agrees to defend, indemnify and hold harmless Glassboro Township Board of Education as well as each of its officers, directors, partners, agents, servants, employees, successors and assigns ("indemnitees") from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorney's fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of Dialed Action Agency, LLC or otherwise, resulting from, arising out of, or occurring in connection with the performance of the Bicycle Stunt Show with Anti-bullying Theme for Renaissance Rally at Glassboro Thomas E. Bowe School.

Dialed Action Agency, LLC agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the forgoing the sole negligence or fault of any indemnitees if prohibited by law.

Dialed Action Agency, LLC agrees that the obligation to defend commences when the claim is made against the indemnitee, even if the contractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the indemnitee and the contractor agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify and hold harmless, as described above, survives completion of or acceptance of the work. This indemnification clause supersedes any other indemnification clause in the contract documents, including those that are incorporated by reference, that conflict with it in any way. Dialed Action Agency, LLC also agrees to contractually bind its subcontractors to defend, indemnify and hold harmless the indemnitees to the same extent as Dialed Action Agency, LLC is obligated. This indemnification clause, irrespective of any other choice of law provision, shall be interpreted according to New Jersey law.

  
\_\_\_\_\_  
Authorized Signature

Brian Cunningham  
\_\_\_\_\_  
Printed Name

9-19-19  
\_\_\_\_\_  
Date

Owner  
\_\_\_\_\_  
Title