

# BROWARD COMMUNITY COLLEGE

*We keep you thinking.*

Office of the president

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: October 24, 2007

Place: Regular Meeting of the Board of Trustees  
Broward Community College  
Boardroom 1208, Building 33  
Willis Holcombe Center  
111 East Las Olas Boulevard  
Fort Lauderdale

Subject: Agenda Item IV-B, 2 -- Bobb's Pianos

**Brief Description:** This is an annual renewable lease agreement with Bobb's Pianos and Organs to provide practice pianos for music majors.

**Benefit to BCC:** This will provide eight new tuned and maintained pianos for students' use during the academic year which will subsequently be sold to the general public. A portion of the sale returns to BCC for future piano purchases.

**Relation to the College Master Plan and Priorities:** By providing our students with the best possible instruments at the most reasonable cost, "we pursue the highest levels of excellence in our programs and services while maintaining pre-eminent standards" and "we offer programs and services that meet the needs of our community in an environment that values learning, excellence, open access, individuality, ethical behavior, collaborations, stewardship and continuous improvement."

Recommend Approval

Board Agenda Approved: J. D.C.  
Date: Oct. 15, 07

Agenda Item IV-B  
Enclosure 2

**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

To: J. David Armstrong, President  
From: Lois Bolton, central Campus Provost  
Subj: Bobb's Pianos and Organs Agreement


Date: October 11, 2007

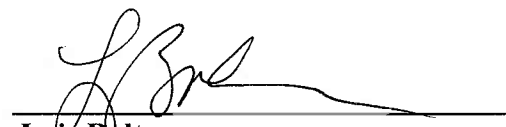
**Issue:** This is an annual renewable lease agreement with Bobb's Pianos and Organs to provide practice pianos for music majors.

**Background/Analysis:** Since 2001, this agreement has provided new pianos for BCC students to use during the Academic Year, which are subsequently sold to the general public by Bobb's Pianos. The school needs quality pianos to conduct music classes, and Bobb's Pianos is a dealer of quality pianos who distributes pianos throughout South Florida.

**Fiscal Impact:**

The lease is for eight pianos worth a total of \$45,000. BCC students are able to play new pianos worth \$45,000 annually for the 5% lease figure of \$2450, which includes tuning and maintenance. A portion of the sale returns to BCC for future piano purchase, further reducing net cost to the college.

  
Michael Caldwell  
V&PA Associate Dean

  
Lois Bolton  
Central Campus Provost

**Staff Position: Recommend Approval**

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**THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:**

<input checked="" type="checkbox"/> Providing high quality educational programs	<input checked="" type="checkbox"/> Providing high quality services
<input checked="" type="checkbox"/> Providing for affordability to a diverse community of learners	<input checked="" type="checkbox"/> Providing for accessibility to a diverse community of learners
<input checked="" type="checkbox"/> Commitment to student achievement	<input checked="" type="checkbox"/> Commitment to lifelong learning
<input checked="" type="checkbox"/> Commitment to academic excellence	<input checked="" type="checkbox"/> Providing use of current technology

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**BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:**

By providing our students with the best possible instruments at the most reasonable cost, "we pursue the highest levels of excellence in our programs and services while maintaining pre-eminent academic standards" and "We offer programs and services that meet the needs of our community in an environment that values learning, excellence, open access, individuality, ethical behavior, collaboration stewardship and continuous improvement".

## ***A G R E E M E N T***

This agreement is a two party Agreement and is made and entered into by and between the District Board of Trustees of Broward Community College 225 E. Las Olas Blvd., Fort Lauderdale, FL 33001, (hereafter referred to as "School") and Bobb's Pianos and Organs 2512 SW 30<sup>th</sup> Avenue, Hallandale, FL., 33009 (hereinafter referred to as "Dealer") .

The School conducts music classes and the music education programs and needs quality pianos to carry on this activity. Bobb's is a dealer of quality pianos and distributes pianos through the geographic area in which the School is located. The School wishes to obtain pianos from Dealer and dealer wishes to have students and professionals use and become familiar with its product and is therefore willing to enter into this arrangement whereby Dealer will make pianos available for use by the School.

Therefore the following terms and conditions apply:

The SCHOOL shall:

1. Maintain pianos in an appropriate environment and pay for damages other than normal wear and tear.
2. Grant Dealer the right to use the name of the School for the advertising and promotional purposes as solely approved by the School.
3. Make available space for an on-site sale of pianos by DEALER, time and place of such annual sale shall be as mutually agreed by the School and Dealer. The School shall provide Dealer at cost, use of telephones prior to and during said piano sale.
4. Notify faculty, students and alumni of the sale and work with DEALER to assist in making the annual sale a successful event for the SCHOOL, faculty, staff, students, alumni and the community within the greater South Florida marketing area.
5. Allow, free of charge, Dealer advertising space in concert programs, bulletins, calendars and other media, as solely deemed appropriate by the SCHOOL. Prepare press releases as appropriate.
6. Not allow removal of the pianos from the locations without the prior written permission of all parties to this Agreement.
7. Maintain pianos in good condition as reasonably directed by DEALER.

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8. Pay an annual use fee of five percent (5%) of the loaned pianos as noted on Exhibit "A".

The DEALER Shall:

1. Loan to School, models, finishes and quantities set forth in Exhibit "A". Exhibit "A" may change as mutually agreed by the parties.
2. Supervise loading and unloading of loaned pianos to guard against damage.
3. Periodically and at time agreeable to SCHOOL inspect pianos to insure proper maintenance and use.
4. Tune pianos on a regular basis as determined by DEALER.
5. Conduct the on-site piano sale.
6. Shall annually issue to the School a one percent (1%) credit of the income generated by the future sales of the leased pianos.

GENERAL:

1. The SCHOOL, faculty and students may purchase the pianos noted on Exhibit "A" at any time at special discounted prices as negotiated with the DEALER.
2. This Agreement shall begin August 1, 2007 and remain in effect for five years.
3. DEALER and SCHOOL have the option to renew this Agreement at expiration for up to five (5) years. This Agreement may also be terminated at any time by the DEALER or SCHOOL with a 60 day written notice to the other party.
4. In subsequent years of this Agreement prices noted in Exhibit "A" may be adjusted to reflect the changes in merchandise prices as mutually agreed.
5. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective when received by the addressee, whether hand delivered or sent by certified mail/ return receipt.
6. Modifications: This Agreement may be modified or amended in whole or in part solely in writing, signed by a duly authorized agent or representative of each party.

AGREEMENT IV-B

OCT 24 2007

ENCLOSURE 2

FOR SCHOOL:

\_\_\_\_\_  
J. David Armstrong, President  
BROWARD COMMUNITY COLLEGE  
225 E. Las Olas Blvd.  
Ft. Lauderdale, FL 33301

\_\_\_\_\_  
Date

FOR DEALER:

  
\_\_\_\_\_  
R. Michael Messingschlager, President  
BOBB'S PIANO & ORGAN  
2512 SW 30<sup>th</sup> Avenue  
Hallandale, FL. 33009  
954-456-7800


9/5/07  
\_\_\_\_\_  
Date

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APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
KEVIN FERRANDER  
COLLEGE ATTORNEY

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ENCLOSURE 2 CORRECTED BILLING

# Sales Order



## INSTITUTIONAL SALES DIVISION

2512 S.W. 30th Ave., Hallandale Beach, Florida 33009  
Local: 954-456-7800 Dade: 305-949-5247  
Ft. Laud.: 954-523-1835

Document #	_____	Entered	_____
Customer Sit	_____	Cleared	_____
Sales Entered	_____	Cleared	_____
Trade In entered	_____	Cleared	_____
Inventory	Trade In _____	TYL	_____
Card	Card _____	Rollodex	_____
Book	Book _____	Sales #	_____

NAME BROWARD COMMUNITY COLLEGE  
ADDRESS 3501 Davie Road  
CITY Davie FL ZIP 33314

DATE June 28, 2007 HOME # 954-201-6839  
APT# \_\_\_\_\_ OFFICE # Dr. Michael Caldwell  
SALES PERSON Michael

Serial No.	Manufacturer Model-Description Finish	New/Used	Selling Price
	Kawai Lease Fee		\$ 2248.70
	August 1, 2007 - July 31, 2008		

TRADE-IN DESCRIPTION (warranted to be free of lien unless noted as payoff)

	LESS	\$
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**WARRANTY**

DELIVERY: \$ n/c

TUNING: \$ \_\_\_\_\_

SUB-TOTAL \$ 2248.70

SALES TAX: \$ T.E.

TOTAL SALE: \$ 2248.70

DOWN PAY:

CASH \_\_\_\_\_

CHECK \$ \_\_\_\_\_

BALANCE \$ 2248.70

COD \$ \_\_\_\_\_

FINANCE: \$ \_\_\_\_\_

### DELIVERY INSTRUCTIONS

Deliver on: Date \_\_\_\_\_ Day \_\_\_\_\_

Finance at: \_\_\_\_\_ x \_\_\_\_\_ mos.

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ Stairs NO Elevator? \_\_\_\_\_

ATTN: Accounts Payable  
SPECIAL INSTRUCTIONS: BILL TO:

BROWARD COMMUNITY COLLEGE

Administrative Offices

223 E. Las Olas Blvd.

Fort Lauderdale, FL 33301

**If there is a balance to finance on an installment contract and the contract is acceptable to a financial institution, the installment contract shall supersede this document. Buyer agrees to furnish and execute all applications & statements necessary to obtain credit.**

The undersigned buyer agrees to pay balance shown and agrees that title and right of possession remain with Bobb's Inc. until purchase price is paid in full. In the event that it is necessary for the seller to initiate any action, prior to actual court proceedings, to enforce any of the conditions and covenants herein, buyer agrees to be solely responsible for all such costs including but not limited to repossession, delivery and reasonable attorneys fees. In the event it is necessary to pursue litigation or court proceedings to enforce any of the terms, conditions or covenants in this agreement, the prevailing party shall be entitled to costs of suit, costs in all trials or appellate courts, reasonable attorneys fees, and all other expenses connected therewith. This order constitutes all agreements and no other agreement verbal or implied will be honored. Mathematical errors subject to correction. ALL SALES SUBJECT TO FINAL APPROVAL BY MANAGEMENT.

APPROVED: \_\_\_\_\_  
Management

AGREED: Per Lease Agreement  
Buyer acknowledges he/she has read this agreement and agrees to the terms set forth

**College Inventory**     BCC      
August 2007 – July 2008

ROOM #	Make & Model	SERIAL #	Price
Thtre	Baldwin Ham 243	486446	\$6997.00
146	Hob Cable UH19ST EP	GL1201	\$5995.00
127	K-25 Eby Poly	2519794	\$4997.00
118	KA UST-6	7283	\$5997.00
120	Palatino EP UP-110	2721	\$5997.00
122	Schumann U852 Wal S	HHF00747	\$4997.00
125	Schumann U852 Wal S	HGE01162	\$4997.00
117	SchumannU832 Wal	HIB00216	\$4997.00
			\$44974.00
	Lease Fee 5% =		\$2248.70

Broward Community College  
3501 SW Davie Road  
Davie, FL  
Dr. Michael Caldwell 954-201-6839  
Tania Secretary 954 201 6840

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