



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Issue Paper

Date: January 18, 2017

Action/Discussion Item: To approve an agreement between Betsy Layne High School and Sound Specialists DJs to provide services (music, lighting, screens, emcee, photo booth) to the BLHS Junior/Senior Prom on April 29, 2017

Applicable Statutes or Regulation: KRS 162.90 Powers and Duties of the local board and Floyd County Board of Education policy 03.2234

Issue: BLHS junior class has completed numerous fundraisers and has successfully raised the amount of money needed to cover the entire cost of the DJ services to the 2017 Junior/Senior Prom.

Background: During the past 4 years, Betsy Layne High School has worked successfully with Sound Specialist DJ's to host the Junior/Senior Prom. The DJ used lighting equipment and screen technology that we have not found available through any other DJ in our local area. The DJ also emcees the announcement of all students during Grand March, provides a dance floor, a confetti cannon, LED glow sticks and a photo booth.

Fiscal/Budgetary Impact: The program will be funded through Junior class fundraisers already completed.

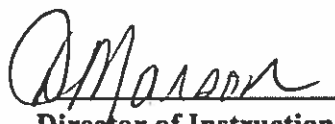
Alternative: To deny the agreement request.

Recommended Action: To approve the agreement between Betsy Layne High School and Sound Specialists DJ's to provide services to the BLHS Junior/Senior Prom on April 29, 2017.

Contact Person(s):

Amy Ratliff, Junior Sponsor / 606.478.9138
Autumn Halberstadt, Junior Sponsor / 606.478.9138

Cassandra Akers
Principal


Director of Instruction


Superintendent



1153 Copperfield Dr
Georgetown, IN 47122
Toll Free 502.541.5015
www.soundspecialistdis.com

To Reserve Sound Specialist Follow These Easy Steps

1. Sign and date this contract. Send in one copy of your contract with an \$800 retainer.

YOUR EVENT INFORMATION

CLIENT

Betsy Lane High School
554 Bobcat Blvd.
Stanville, KY 41659
606-478-9138

EVENT

2017 Prom
4.29.2017
Time: Grand March @ 6 PM - Prom 7-11
Location: High School Gymnasium

Premier Package w/Dual Video Screens & Grand March: \$3150.00

Travel Fee: \$0.00	\$
Options: Color Changing Dance Boxes, Cool Burst Cannon, Liquid Sky Laser, Black Lights	\$
Options: Confetti Cannon, <u>Photo Booth</u> , Custom Lighting, LED Foam Glow Sticks	\$899.00
Discount:	\$49.00
Fill in total cost	\$4000.00

Entertainment Contract Between Sound Specialist Entertainment and Client

TERMS & CONDITIONS

- 1) This Agreement is considered binding to both parties only when returned signed, with stated retainer and accepted by Sound Specialist Entertainment.
- 2) A \$800 retainer is due with submission of this agreement. Balances due must be paid in full by cash, check, or money order on or before the actual event date. Should the balance become overdue, the Client will be subject to a (\$50) service fee. A \$35 fee will be charged for each returned check. Should collection become necessary, the Client shall be responsible for all associated fees, including-but not limited to-collection agency fees, court costs and attorney's fees, in addition to the original sum agreed upon.
- 3) Client agrees to furnish Sound Specialist with safe and appropriate working conditions. This includes but is not limited to: providing a level, stable surface 20-35 feet wide by 16-24 feet deep, making arrangements with banquet facility for one 6 or 8 foot banquet table located near two functional 115 volt 20 amp outlets on separate breakers. Some lighting, video & sound packages require 4-6 115 volt 20 amp outlets on separate breakers. If these power requirements are not met, Sound Specialist cannot and will not be liable for contracted lighting, video and or sound not being used. Initial Here _____.
- 4) This agreement is subject to proven detention by Acts of God, accidents or any other conditions beyond the legitimate control of either party. Client agrees to hold Sound Specialist Entertainment harmless as much as the law in the state of Kentucky will allow.
- 5) In the event of malicious behavior or circumstances deemed by Sound Specialist Entertainment to present or imply a threat of damage to Sound Specialist equipment or staff, Sound Specialist Entertainment reserves the right to cease operations at the event. Client will be responsible for payment in full. Sound Specialist allows ample time, not to exceed 10 minutes, to resolve the situation for operations to resume. Client is responsible for providing security and controlling guests and all other persons on the premises-this is not a function of Sound Specialist.
- 6) Cancellation by Client will occur only if received in writing at least 90 days prior to the scheduled performance date, otherwise full balance will remain due. In the event of Client cancellation, Sound Specialist Entertainment shall retain an amount equal to the retainer as liquidated damages.
- 7) Sound Specialist Entertainment personnel are independent contractors and not an employee of the Client.
- 8) I have read and accept the terms of this agreement. I understand that this is the entire agreement and any modifications must be in writing and signed by both the Client and Sound Specialist Entertainment.

Sound Specialist

Date

Client

Date

PRODUKTEN

CONTACT NAME:		Richard Chappell	
PHONE (A/C, No. Ext):	1-800-447-8797	FAX (A/C, No):	1-804-733-2968
E-MAIL ADDRESS:		support@chappellinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAC#
INSURER A:	Nationwide Mutual Insurance Company	23757
INSURER B:	Hartford Life and Accident Company	70815
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: GR-BK-1-000669

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	LTR	TYPE OF INSURANCE		ADD SUBR	IND	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A		<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X			RPG276967-00	08/01/2016 12:01 AM	08/01/2017 12:01 AM	EACH OCCURRENCE	2,000,000	
		<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000	
	X	ABUSE MOLESTATION - \$1,000,000								MED EXP (Any one person)		
	X	PLL - 2,000,000								PERSONAL & ADV INJURY	2,000,000	
										GENERAL AGGREGATE	5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									PRODUCTS-COMP/OP AGG	2,000,000	
	<input type="checkbox"/>	POLICY	<input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PARTICIPANT LEGAL LIABILITY	2,000,000	
	<input type="checkbox"/>	OTHER:								EACH OCCURRENCE		
		<input type="checkbox"/>	UMBRELLA LIAB		<input type="checkbox"/> OCCUR						AGGREGATE	
		<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/>	DED	<input type="checkbox"/> RETENTION									
	PARTICIPANT ACCIDENT						12:01 AM	12:01 AM	EXCESS MEDICAL			
									DEDUCTIBLE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder listed below is an additional insured as respects the insured's negligence resulting from the insured's usage of owned or controlled premises of the certificate holder. The additional insured status only applies during such times that the insured is utilizing said premises.

Coverage Effective From 01/11/2017 TO 08/01/2017

CERTIFICATE HOLDER

Floyd County Board of Education
106 N Front Avenue
Prestonsburg, KY 41653
Certificate Number: GR-BK-1-000659

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Herbold