

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: IXD **DATE:** March 10, 2020

TOPIC/TITLE: Contract: The Kentucky Castle - WCHS Prom

PRESENTER: D. Scott Hawkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

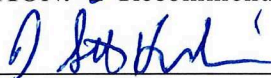
SUMMARY OF MAJOR ELEMENTS:

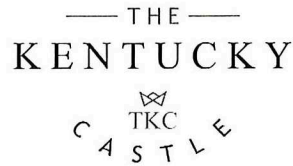
Attached contract(s) recommended for approval: Event contract with The Kentucky Castle for the WCHS Prom on April 18, 2020.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended





The Kentucky Castle • 230 Pisgah Pike, Versailles, KY 40383 • 859.256.0322

EVENT CONTRACT

Date Prepared: February 27, 2020

Group Contact: Jason Arnold

Group: Board of Education of Woodford County

Address: 330 Pisgah Pike
Versailles, KY 40383

Telephone: 859-879-4630

Official Event Dates: April 18, 2020

Event Venues: Greenhouse

Castle Address: 230 Pisgah Pike
Versailles, Kentucky 40383

Telephone: 859.256.0332

This contract entered into on **January 23, 2020** in Versailles, Woodford County, Kentucky by and between Castle Catering, LLC, a Kentucky limited liability company, dba The Kentucky Castle (TheKentuckyCastle) of 230 Pisgah Pike Versailles, Kentucky 40383 and **Board of Education of Woodford County**(Group) where for in consideration of a minimum of **Six Thousand Two Hundred Twenty Five Dollars and 00/100** (\$6,225.00) non-refundable deposit and other good and valuable consideration now therefore the parties agree to as follows

GUEST ROOM/FACILITY SPACE AND RATES

TheKentuckyCastle will hold the property for your use on dates and times outlined below. This is considered to be a firm commitment by the Group. The Group agrees to promptly notify TheKentuckyCastle of any changes of event requirements. Early access or late departure of any area/room on the property is subject to availability. Additional charges may apply for different date or hours from what has been contracted.

TheKentuckyCastle confirms guest room/facility space and rates as outlined in approved proposal (Addendum 1).

- Bed type requests will be honored based on availability but will not be guaranteed.
- An additional labor fee may be added to the quoted labor charges for a room reset change request within 24 hours of the contracted event, for such items as tables, chairs, staging, etc. or room modifications significantly different from what was contracted.

ADDITIONAL SERVICE AND FEES

This confirms services will be provided by TheKentuckyCastle at an additional cost to group. Please refer back to approved proposal for an outline of all items, fees and services. A 20% service charge will be added on to all food, beverage and equipment facilitated through TheKentuckyCastle.

Rates quoted are exclusive of applicable state and local taxes.

Changes made after the contract will be supplied by addendum (signed and dated by both parties) and additional charges may apply. Any changes resulting in additional payment beyond this contract will be made upon submission of signed and dated addendum.

PAYMENT DUE DATES

The total amount of **\$ 12,450.00** is due as follows:

Due Contract Signing: **\$ 6,225.00** (50% Non-Refundable Deposit)

Due 14 Days before Event: **\$ 6,225.00** (50% Balance Due Non- Refundable)

Due at Event completion: Any items/services used but not included in prior balance paid.

A credit card will be on file to charge any expenses above this amount incurred in the week before the Event/Wedding or on Event/Wedding day.

There is also \$100 fee assessed for return checks, and a 5% interest per day for as long as it remains unpaid.

EVENT ITEM SUBMISSION TERMS AND CONDITIONS

The event deposit, credit card authorization form and signed contract are due at the time of booking. The remaining event balance, as well as final head count and menu submissions are due no later than 14 days prior to the event. In the event that these terms are not met, Castle Catering, LLC, reserves the right to choose said menus. At this time, menus will be unalterable. Should any additional charges be accumulate during the event, a final invoice will be sent at that time.

CANCELLATION AND EVENT CHANGES

The parties agree that in the event the contracted event (Event) does not take place at TheKentuckyCastle, TheKentuckyCastle would suffer damages that would be difficult to determine. Such damages would include, but not limited to, losses of revenue from sleeping rooms, food and beverage concessions and other revenues generated by Event. Therefore, if Group elects to cancel this contract, Group agrees to provide written notice to TheKentuckyCastle accompanied by a liquidated damage payment of 50% of the total amount due.

Any changes to the Event Details must be approved by TheKentuckyCastle. An addendum outlining any changes will be supplied to the Group and must be signed and dated by both parties

The Kentucky Castle

Group Contact Initials/Date _____

TheKentuckyCastle Contact Initials/Date _____

DOS Approval Initials/Date _____

ALL PAYMENTS MUST BE RECEIVED PRIOR TO EVENT

If any time during the Event, TheKentuckyCastle Management feel that the Group and/or the Guests of Group are not abiding by the agreed upon details of the Event or The Castle itself is compromised or at risk for damage or injury, TheKentuckyCastle Management may end the Event at any time with no obligation to refund any monies.

_____ Please sign that you have read this and agree.

No alcoholic beverages may be brought on to the premises by the Group or guests of the Group. During the duration of your event, if our bar is open, be it cash bar or open bar, and Castle Post staff confiscates any beer, wine or liquor of any kind from your guests there will be a \$100.00 per occurrence fee billed at the conclusion of the Event. This includes any registered overnight guests in sleeping rooms. They may not access any personal alcoholic beverages that may be stored in their rooms. _____

Please sign that you have read this and agree.

The Clean Up/Set Up Fee will be based upon the individuality of every Event. No Confetti or glitter allowed. If the use of fake petals are used on the grounds an additional fee of \$150 will automatically be added to your final invoice. _____

Please sign that you have read this and agree.

BILLING ARRANGEMENTS

☐ **OPTION 1**

CREDIT CARD: Subject to the terms and conditions of this Contract, TheKentuckyCastle will accept credit card payments for all transactions. TheKentuckyCastle shall honor without discrimination valid cards properly tendered for use. For purposes of this contract, "Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Discover Card, MasterCard, VISA or any "Card" for which TheKentuckyCastle provides Card processing. A completed credit card authorization form must be submitted to TheKentuckyCastle with this signed contract in order to consider your event confirmed. A 2.5% processing fee will be assessed for all credit card transactions.

☒ **OPTION 2**

CHECK, MONEY ORDER or CASHIERS CHECK

CONCESSIONS

Based upon this contract, TheKentuckyCastle will offer the following concessions:

- Exclusive use of TheKentuckyCastle Facilities as outlined in Guest Room/Facility Space and Rates.
- Complimentary Parking on the perimeter of the facility and in the Courtyard, where designated. \

GROUP WILL BE RESPONSIBLE FOR:

Should this contract be revised, changed or modified, TheKentuckyCastle reserves the right to revise the above concessions.

The Kentucky Castle

Group Contact Initials/Date _____

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Labor Fees: All meeting/banquet rooms are set according to the Banquet Event Orders (BEO's). Should a meeting/banquet room set-up be requested to be changed after the set-up is already executed, a set-up fee of \$3.00 per person per the guarantee attendance will be applicable. State tax regulations require tax on labor fees.

Decibel Policy:

All sound levels for event must not exceed the 75-80 range. In the event that this level is exceeded, TheKentuckyCastle reserves the right to reduce the noise level and ultimately discontinue use.

Audio Visual: Is not provided, however TheKentuckyCastle agrees to provide a preferred vendor at the expense of the signee which will be directly paid to the AV company by the signee. All audio-visual equipment brought onto property must arrive with the prior approval of TheKentuckyCastle.

Signs and Banners: TheKentuckyCastle reserves the right to approve all signage in Grand Ballroom, Dining Room as well as all public areas inside the Castle and in all exterior areas. No signs are allowed on the guestroom floors, guestroom doors, elevators, or the exterior of the building. All signs and banners must be professionally printed. Banners may be hung in pre-approved locations for a fee of \$20.00 each, and must be arranged in advance.

Group Entertainment: All entertainment, entertainers, and all vendors are subject to TheKentuckyCastle employee policies while on premises of TheKentuckyCastle. TheKentuckyCastle reserves the right to approve any and all entertainment and vendors employed by a group to perform at the Castle. TheKentuckyCastle will have exclusive control over the volume or sound of music during any group's performance or audiovisual entertainment. Any and all special effects must be reviewed and approved in writing by TheKentuckyCastle Management. No pyrotechnical displays of any kind are permitted without the express written consent of TheKentuckyCastle .

Receiving of Boxes: Special Arrangements must be made for receiving any equipment, goods, displays, or other materials that will be sent, delivered, or brought into TheKentuckyCastle. Failure to do this may result in deliveries being refused or materials unavailable when required. All packages must contain a label giving the following information: 1) Return Address, 2) Name of Group Affiliation/Meeting Name, 3) Meeting room name and date, 4) Group contact, 5) Name of person that will claim package, 6) Date of that person's arrival.

TheKentuckyCastle will not accept shipments of freight, crates, boxes, etc. from exhibitors or shipping firms exceeding one hundred (100) pounds. Arrangements for shipments to exhibit in excess of one hundred (100) pounds should be made through a drayage company. This would also include transporting of exhibit materials from the receiving area to the exhibit site and returned to the receiving area at the end of a group's event.

Any outgoing material shipped by TheKentuckyCastle for return delivery will be assessed the selected carrier's shipping charges. The guest or group is responsible for filling out shipping labels for each package to include their credit card number or shipping account.

TheKentuckyCastle does not accept any liability for equipment, goods, displays or other materials that arrive, temporarily stored at TheKentuckyCastle or items which fail to arrive at TheKentuckyCastle. The Group is responsible for insuring its property for loss or damage.

Electrical Service: Electrical service in excess of basic 110-volt wall outlets will require completion of an Electrical Services Form and is subject to approval by TheKentuckyCastle's Chief Engineer. Labor charges may be incurred for these services.

Telephones: House phones will be provided complimentary for local calls only. All dedicated, Direct Inward Dial (DID) phone lines are \$100.00 each per day plus all calls.

The Kentucky Castle

Group Contact Initials/Date _____

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Lost Articles: TheKentuckyCastle will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in TheKentuckyCastle prior to, during, or following the customer's function.

Security: TheKentuckyCastle reserves the right to discontinue service or usage of any or all areas of the property, should TheKentuckyCastle deem necessary. TheKentuckyCastle reserves the right to require additional security, at the customer's expense.

Damages: Customer assumes responsibilities for any damage to the property and its contents by the customer, his guests, invitees, employees, independent contractors or other agents under customer's control.

Admittance to Property/Tent/All Areas: Admittance to your function room for set-up, take down, meeting attendee arrival and departure time must coincide with the event times listed on your contract. Should any revision of the beginning or ending times of an event be requested, TheKentuckyCastle will make an effort to accommodate this request. Should this request be made, TheKentuckyCastle reserves the right to add additional room rental charges or set-up fees to the function should this change make it impossible for TheKentuckyCastle to sell this space to another party.

Alcoholic Beverage Service and Consumption: If alcoholic beverages are being served, please be aware that Kentucky State Law requires that only TheKentuckyCastle employees dispense alcoholic beverages. TheKentuckyCastle reserves the right to discontinue service of alcoholic beverages if any persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. TheKentuckyCastle can also deny alcoholic beverage service to guests who appear to be intoxicated. This decision is at the sole discretion of TheKentuckyCastle Management. If at any time, your guests become agitated, belligerent or aggressive Castle Post Management reserves the right to remove them from the property.

FORCE MAJEURE

The performance of this Contract by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your function. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

Group will obtain event insurance naming TheKentuckyCastle and Castle Catering, LLC as additional insured. Evidence of such insurance will be provided upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. The Group will provide a certificate of insurance covering the actions of such outside contractor, naming TheKentuckyCastle and Castle Catering LLC as additional insureds with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Both the Group and TheKentuckyCastle shall be responsible for compliance with the public accommodation requirements of the American with Disabilities Act as defined by law. TheKentuckyCastle shall provide, to the extent required by the Act, such auxiliary aid and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of TheKentuckyCastle, provided that the Group gives reasonable advance written notice to TheKentuckyCastle of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the function space used by the Group, other than those types and quantities typically maintained by TheKentuckyCastle and or Thoroughbred Properties LLC

CHANGES TO THE CONTRACT; NOTICE

Any changes to this contract must be made in writing and signed by both parties to be effective. Any modifications to this Contract will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder will be given to the individual(s) listed on the first page of the Contract at the address(s) set forth herein. Notice must be given through registered or certified mail, return receipt requested, overnight delivery, with a signature

The Kentucky Castle

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receipt, hand delivery or by facsimile in order to be effective under this contract and shall be deemed delivered upon receipt.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through non-binding mediation.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security. The laws of the Commonwealth of Kentucky shall govern this Contract.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

PARKING

TheKentuckyCastle offers complimentary on-site self-parking for overnight guests. Guest parking is on a space availability basis. TheKentuckyCastle will not assume or accept any responsibility for damages to or loss of vehicles or the contents of said vehicles on TheKentuckyCastle property. Security and valet parking services will need to be obtained by parties contracting an event which includes guests who are not overnight TheKentuckyCastle guests, i.e., wedding receptions, etc.

ENFORCEABILITY

If any section of this Contract is unenforceable under applicable law, the remaining sections shall continue in full force and effect.

FACSIMILE SIGNATURES

This Contract may be signed by the parties and sent by electronic transmission (facsimile) to TheKentuckyCastle to hold the space. However, TheKentuckyCastle must receive the hard copy Contract executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page in order for the contract to be fully executed.

When signed by representatives of both parties, this Contract constitutes a binding agreement between the Group and Castle Catering, LLC.

CASTLE CATERING, LLC
Authorized Representative

GROUP (_____)
Authorized Representative

Signature

Signature

Name: Christie Eckerline

Title: Director of Events

Date: _____

Title: _____

Date: _____

Date of Board of Education Approval: _____

The Kentucky Castle

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