



| It's about ALL kids.

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

5/21/2020

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Retroactive approval of the agreement with Access Audio, Inc. to provide rental of FM transmitter system and equipment needed for Dixie Heights High Schools virtual graduation held on 5/28/2020

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

In order to have a virtual ceremony for the Dixie Heights High School for the 2020 graduates we needed to rent an FM transmitter system and equipment

**FISCAL/BUDGETARY IMPACT:**

Costs of \$850.00 from Fund 21 account.

**RECOMMENDATION:**

Retroactive approval of the agreement with Access Audio, Inc. to provide rental of FM transmitter system and equipment needed for Dixie Heights High School virtual graduation held on 5/28/2020

**CONTACT PERSON:**

Roddy Stainforth/Teresa Catchen

  
\_\_\_\_\_  
Principal/Administrator

\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



**Dixie Heights High School**  
 3010 Dixie Highway  
 Edgewood KY 41017

Access Audio, Inc.  
 160 Novner Drive  
 Cincinnati OH 45215  
 info@accessaudio.com  
 (513) 771-1500  
 accessaudio.com/

## Rental Agreement: Audio Support for Graduation May 28th, 2020

Order Date            05-21-2020  
 Our Reference        OP0933  
 Your Reference  
 Rental Period        05-28-2020 9:00 AM to 05-28-2020 8:00 PM  
 Setup                 05-28-2020 2:00 PM to 05-28-2020 2:00 PM  
 Collect                05-28-2020 8:00 PM to 05-28-2020 8:00 PM

### Delivery Address

Dixie Heights High School  
 3010 Dixie Highway  
 Edgewood KY 41017

Item	Type	Quantity	Price	Surcharge	Total
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### Upper Packing Lot

FM Transmitter System	Rental	1			
Whirlwind podDI Direct Box	Rental	1			
3.5mm TRS to 3.5mm TRS	Rental	2			
25' Rapco Microphone Cable	Rental	3			
Shure SM58 Cardioid Dynamic Vocal Microphone	Rental	1			
K&M Compact Boom Tripod Stand	Rental	1			
Allen & Heath Zedi 10	Rental	1			
3.5mm TRS to Dual 1/4" TS (iPod Cable)	Rental	1			

**Total for Upper Packing Lot:        \$450.00**

### Lower Packing Lot

FM Transmitter System	Rental	1			
Whirlwind podDI Direct Box	Rental	1			
3.5mm TRS to 3.5mm TRS	Rental	2			



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Item	Type	Quantity	Price	Surcharge	Total
25' Rapco Microphone Cable	Rental	3			
Shure SM58 Cardioid Dynamic Vocal Microphone	Rental	1			
K&M Compact Boom Tripod Stand	Rental	1			
Mackie 1402-VLZ3 14-Channel Compact Mixer	Rental	1			
3.5mm TRS to Dual 1/4" TS (iPod Cable)	Rental	1			
<b>Total for Lower Packing Lot:</b>					<b>\$450.00</b>

### Crew

A2 - Assistant Audio Technician	Service	1 x 1 Day	250.00		250.00
<b>Total for Crew:</b>					<b>\$250.00</b>

### Discounts

*NONPROFIT RENTAL DISCOUNT*	Sale	1	-300.00		-300.00
<b>Total for Discounts:</b>					<b>-\$300.00</b>

**Total Replacement Value**      \$1,366.96  
**Total Weight**                      34.59 lbs

**Charge total**                                      \$850.00  
**Tax total**    \$0.00  
**Charge and tax total**                              \$850.00



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I, the undersigned accept the terms and conditions of rental

Signed \_\_\_\_\_

Printed \_\_\_\_\_

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

### EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (the "Agreement") is made as of the date it has been executed by both parties above, by and between Access Audio, Inc., an Ohio corporation (the "Access Audio") and the Entity named on this rental agreement (the "Renter").

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Access Audio leases the Equipment to Renter for use at the Renter's facility (the "Location"), and Renter leases the Equipment from Access Audio for use at the Location on the following terms:

Agreement:

1. **Delivery Date.** The "Delivery Date" shall be as note above in the "Deliver" field and all Equipment shall be delivered on the Delivery Date. The "Load Out Date" shall be as noted above in the "Collect" field and all Equipment shall be removed on the Load Out Date.
2. **Equipment.** "Equipment" shall mean and include the following: All the equipment itemized above. The Equipment shall be provided by Access Audio in good repair and will be fully operational as of the First Performance. While the items listed above will constitute the Equipment, Access Audio reserves the right to substitute items of equipment of an equal or greater quality as needed and such substituted items shall constitute the Equipment.
3. **Operation of Equipment.** Renter will provide qualified operators for use of the Equipment thereafter until the Load Out Date. Renter shall be responsible for any damage caused to the Equipment due to the actions of its operators.
4. **Renter's Obligations.** Renter shall provide 24-hour security for the Equipment while the Equipment is on Location. Renter shall be responsible for any theft of Equipment or other loss to the Equipment while on Location.
5. **Electric Power.** Renter, at its own expense, agrees to provide adequate and clean electric power capable of operating the Equipment, either by public utility or an entertainment grade generator.



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6. Indemnification. Renter agrees to indemnify, defend, and hold Access Audio, its employees, agents, owners, heirs, and successors harmless from and against any and all loss, costs, claims, damages, or injury of any nature whatsoever, whether to persons or property, caused by Renter and/or its employees, agents, guests, subcontractors, volunteers, and/or any other person or entity with whom Renter has entered into any type of arrangement for labor or performance of services in connection with this Agreement and any claims arising or resulting from the use or possession of the Equipment or which are the result of negligence or the acts or omissions of Renter, its employees, contractors, representatives, agents, or assigns.

7. Damage to Equipment. Renter is responsible for any and all damage, loss, theft, or other such event to the Equipment listed in this Agreement, not caused by Access Audio employees. Renter shall pay Access Audio in full for such damages within 7 days of Renter's receipt of an invoice for such damages.

8. Payment. The Renter agrees to pay the Rental Fee as listed above plus any applicable taxes assessed on such fee. The Rental Fee shall be due within 30 days of receipt of equipment. Any payments which are not received when due shall accrue interest at the rate of 10% per year, compounded monthly, until paid in full and shall be subject to a one-time late fee equal to 10% of the Rental Fee.

9. Term. The term of this Agreement shall begin and end on the Delivery Date and end on the Load Out Date, as specified above. The Term may only be extended by mutual agreement.

10. Insurance. Renter represents and warrants that Renter carries insurance covering any accident or other obligations which may arise to Access Audio or any other person or entity arising out of this Agreement, in amounts and upon terms acceptable to Access Audio. Renter shall provide evidence of such insurance to Access Audio upon Access Audio's request.

11. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretations shall be settled in the State of Ohio in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. Assignment. Renter may not assign this Agreement without the written consent of the Access Audio.

13. Entire Understanding. There are no other agreements or understandings between the Access Audio and Renter regarding the rental of the Equipment. This Agreement supersedes all prior agreements, oral or written, between the parties. No change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

14. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State



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of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written above.