

Kenton County School District | *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:**

September 29, 2018

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Simon Kenton is seeking approval for their 2018 Homecoming Dance at to be held at the NKY Convention Center

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The NKY Convention Center has hosted the SK homecoming dance the past several years. The facility is large enough to handle the large crowd that attends this dance.

**FISCAL/BUDGETARY IMPACT:**

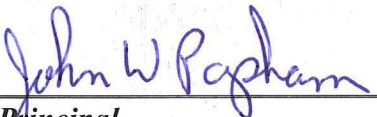
Homecoming account. Tickets cover cost of \$3,275.00 price plus security costs.

**RECOMMENDATION:**


Approve Simon Kenton to use NKY Convention Center as the venue for the 2018 Homecoming Dance.

**CONTACT PERSON:**

Christine Hoerlein -Simon Kenton ; Andrea Burkhardt NKY Convention Center

  
Principal

  
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 Joshua Crabtree, Esq. Carla Egan Jesica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

JD

# NORTHERN KENTUCKY CONVENTION CENTER CORPORATION

ONE WEST RIVERCENTER BLVD.  
COVINGTON, KENTUCKY 41011  
LICENSE AGREEMENT NO. 20171

This LICENSE AGREEMENT, made this Tuesday, May 01, 2018 between the Northern Kentucky Convention Center Corporation (the "Center") operator of the Northern Kentucky Convention Center situated at One West RiverCenter Boulevard, Covington, Kentucky, 41011 (the "Facility" or "Facilities") and the **Simon Kenton**, (the "Customer") **11132 Madison Pike , Independence, Kentucky 41051.**

The Center hereby grants to the customer the permit to use the designated areas listed below in the Facility for the purpose of a **Homecoming Dance** and the Customer hereby accepts said permit, subject to the terms and conditions contained herein, on the reverse side hereof and as supplemented in the Event Planners Reference Guide annexed hereto and made a part hereof with the same force and effect as if fully set forth herein. Use of the following areas in the Facility shall be permitted at the time and date indicated and shall be contingent upon payment of specified rental fee or fees, as set forth below.

**(Please see below for Event Space and Service Details for September 29, 2018)**

Sub-Total Rental \$3,655.00

*Rental Discounts:*

- Ballot Counting Office

(\$380.00)

**Total Rental**

**\$3,275.00**

Deposit and signed contract (Due: May 15, 2018) \$ 818.00

Balance (Due: August 29, 2018) \$2,457.00

*Payment must be made with a Visa, MasterCard, Company Check or Cashier's Check.*

**Entire Agreement**

This agreement, including the provisions on the reverse side hereof and as set forth in the Event Planners Reference Guide, constitutes the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement, oral or written, modified or altered in any manner except by instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Simon Kenton  
Customer

BY:  
Name

Title Date

The Northern Kentucky Convention Center Corporation  
Center

BY:  
Convention Center Representative  
Executive Director

Date

**I. Advance Payments**

The indicated Facility or Facilities will be held on a tentative basis until Customer returns a signed copy of this Agreement, together with the required percentage of the applicable rental fee or fees no later than prescribed date or payment schedule. Payment of all moneys due, covering the scope of this Agreement, is to be made by either VISA, MASTERCARD, COMPANY CHECK OR CASHIERS CHECK, PAYABLE TO THE NORTHERN KENTUCKY CONVENTION CENTER. Customer also agrees to pay to the Center, in advance, such other sums as may be necessary to cover costs which the Center anticipates may be encountered on behalf of Customer in preparation for and planning of Customer's event.

**II. Final Payments**

Upon receipt of billing, the Customer agrees to pay such other charges for additional services, space, personnel and equipment as Center may provide the Customer. Payment for such additional charges shall be made within ten (10) days of the billing date.

**III. Cancellations/Refunds**

The Customer acknowledges that the Center, upon cancellation by the Customer, will have suffered a financial loss and therefore shall be entitled to a percentage of the total fee, whether paid or outstanding, depending on the date of cancellation prior to event as follows; contract execution date – 18 months, 25% of total fee; 14 - 17 months, 50% of total fee; 11 - 13 months, 75% of total fee; 0 - 10 months, 100% of total fee. If the Center is able to re-sell the space to like business and volume, cancellation fees will be reviewed. Licensee shall be responsible for court costs, reasonable attorney fees and cost of collection of delinquent accounts.

**IV. Assignment of License**

This contract may not be assigned by the Customer or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the prior consent, in writing, by the Center.

**V. Indemnity and Insurance**

The Customer shall indemnify and hold harmless the Center, its officers, directors, agents and employees as set forth in the Event Planners Reference Guide. Customer shall provide general liability insurance protecting itself, its agents and employees, and listing the Center as an additional insured with a minimum coverage for Bodily Injury and Property Damage of \$1,000, 000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Center shall not be responsible for the loss or damage to equipment or property owned or used by the Customer, its agents or employees, except to the extent caused by the Center's negligence or willful misconduct.

**VI. Termination of License**

In the event Customer (i) fails to perform any of the terms and conditions herein contained; (ii) appears to the Center to be financially insecure; (iii) is in violation of law; or (iv) is about to default in its performance of the terms and conditions contained herein, then Center may terminate this License Agreement.

Upon termination, Customer shall, at its sole cost and expense, remove all of its property from the Facility within twenty-four (24) hours of said termination and all advance payments shall be treated in the manner provided by Paragraph III above.

**VII. Customer's Use of the Facility**

Customer shall exercise due care in its use of the Facility and shall upon the expiration, termination or cancellation of this License Agreement, surrender the Facility in as good a condition as when received, ordinary wear and tear excepted. Nothing will be taped, nailed or affixed in any way to any building or structure constituting part of the Facility without prior approval of the Center.

**VIII. Copyright Music**

The Customer assumes full responsibility for any copyright infringements that may occur on account of the orchestra, musicians, or artists employed using copyrighted material.

**IX. In-State Agent and Governing Law**

The License Agreement shall be governed by the laws of the Commonwealth of Kentucky and the parties agree and consent to the jurisdiction of the Circuit or District Courts of Kenton County, Kentucky in any litigation arising out of the License Agreement. By signing the License Agreement, the Customer also acknowledges that this agreement has been entered into in Kenton County, Kentucky and understands that if they have no agent for process in Kentucky, under Kentucky law the Secretary of State shall act as their agent for process.

**X. FORCE MAJEURE**

Performance of this agreement between the "Customer" and the Northern Kentucky Convention Center (NKYCC) is subject to acts of God, weather, catastrophes, war, government regulation, disaster, fire, strikes, civil disorder, terrorism, labor disputes, travel advisories, earthquakes and any law, ordinance, rule or regulation which becomes effective after the date of the execution of this agreement which may adversely affect attendance and/or other circumstance or emergency making it inadvisable, illegal or impossible to provide the NKYCC facility or to hold the meeting. This contract may be terminated by the "Customer" or the NKYCC without liability for any one of such reasons by written notice. Furthermore, there shall be no right to termination for the sole purpose of holding the same meeting in some other city or facility or the sole purpose of scheduling another group's function in the NKYCC.

# NORTHERN KENTUCKY

## CONVENTION CENTER

### Outline of Space for the Simon Kenton Homecoming Dance

September 29, 2018-#20171

Date	Start Time	End Time	Description	Room	Setup	Agr	Room Rental
Saturday 09/29/2018	4:30PM	8:00PM	Setup	Event Hall II	Reception		\$3,275.00
	4:30PM	11:00PM	Registration	Lobby - 1st Floor II	Registration	800	Inclusive
	4:30PM	11:59PM	Ballot Counting	Conference Room	Office		\$380.00
	8:00PM	11:00PM	Dance	Event Hall II	Reception	800	Inclusive

Sub-Total Rental \$3,655.00

#### Rental Discounts:

- Ballot Counting Office

(\$380.00)

#### Total Rental

**\$3,275.00**

Rental rates are reflective of your event taking place in September, 2018 as designated by the above dates, times and spaces. We will be happy to extend these rates to your event if you select Northern Kentucky by May 15, 2018.

### One Stop Service and Support – "The Convention Center with the Hotel Attitude"

The Northern Kentucky Convention Center is your "one-stop shop" for service and support. With experts in Event Coordination, Catering Management and Audio-Visual Productions; no matter what your need our Event Team is more than happy to assist you.

#### Our Service Standards - Included with Above Rental

- Wireless internet access for all attendees. \*
- A team of professional, on-site event managers to work your event from opening to close, all accessible via one cell phone number (distributed prior to arrival).
- One room set per day.
- One refresh of room per day.
- Diagram to be approved 14 days in advance.
- General room lighting, heat and air during event hours.
- One thorough cleaning daily of all rented space.
- NKYCC website listing of event dates and times, as requested.
- Welcome announcement on marquee for your attendees during your event.
- Use of the marquee to advertise event one week in advance; content approved by Event Services.

*\*The Northern Kentucky Convention Center uses a state-of-the-art wireless system, providing wireless access to all guests. The complimentary public wireless is throttled to 1Mbps per user to the capacity of the building's connection. All devices accessing the public wireless network will need the capability to accept the "Terms and Conditions" page. The Center cannot guarantee performance of its wireless internet system due to the inherent factors that affect any wireless system.*

### **Additional Complimentary Services**

- Up to six skirted registration tables.
- Up to 10 carts to be used during move-in & move-out.
- 1 - 12' x 24' riser.
- 2 - Complimentary Water Stations with a total of six cambros.
- 1 - 10 amp for DJ.

### **Culinary Services**

The highest quality service and product are the Northern Kentucky Convention Center's proven successes. To ensure that this success is continued Masterpiece Creations by Centerplate is the Center's exclusive culinary provider. Freshly prepared meals with a caring service style are the specialties of this professional team. No request is too small or large, as they work with you to create menus that meet your dietary and/or budgetary needs.

Masterpiece Creations provides complimentary table linens for all meal functions from their in-house supply. A good faith estimate of Food and Beverage pricing is provided 6 months in advance of your event's start date with final confirmation upon signing of Food and Beverage contract. Full pre-payment of estimated charges is due 30 days prior to your event, or upon receipt of your preliminary invoice. For more complete information on Culinary Services, please contact your Sales Representative.

### **Audio Visual Services**

One of the most crucial steps in achieving any event's goals is the presentation of the event's message through professional audio-visual services. To assist in the successful achievement of this step, we have selected MAC Productions as our exclusive audio, visual and rigging services provider. Their professionalism, responsiveness, creativity and facility knowledge have all contributed to the proven successful results of events at our Center. From the slightest audio or projection need to the all-encompassing event production, MAC Productions can handle the full spectrum of audio visual services.

### **Decorating and Drayage Services**

Due to the limited amount of storage space available at the Center, the Center is not able to accept shipments prior to your event.

### **Additional Event Support and Services Available Staff**

- **Security Personnel** – The Center is staffed with 24-hour security in addition to state of the art security cameras throughout the building. If additional security is needed for your event, staff can be hired through our in-house company. Current rates are \$40 per guard per hour between the hours of 7am-8pm with a four-hour minimum. Contact sales for rates outside of these hours. Simon Kenton will provide (2) Police Officers to be on-site for the duration of the event.

### **Support, Equipment and Services**

- **Electricity** – Any items needing power that are not provided by the Center and/or its exclusive vendors will be charged based upon need. Current discounted electrical rates for orders received 14 days in advance of an event are \$90 per 10-amp and \$115 per 20-amp. If electrical needs exceed these amounts and/or are received less than 14 days prior to the event, please contact sales for a quote.
- **Communications** – The Center is currently equipped with complimentary wireless internet service. If you should require a hard-wired line, rates are currently \$325 for 1<sup>st</sup> connection and \$110 for each additional connection. Please contact sales for any specialized communication needs your event may need.
- **Tables** – 6' clothed and skirted tables above what is complimentary in this proposal are currently \$80 each.

*The Northern Kentucky Convention Center will be happy to confirm support, equipment and service rates 12 months in advance of your event.*

*The Northern Kentucky Convention Center is proud to provide a "smoke free" environment for its patrons.*