

Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

DATE: Thursday, March 11, 2021

RE: BCHS 2021 Prom

Please see the attached contract between Bullitt Central High School and The Henry Clay located in Louisville, KY. If approved, Bullitt Central High School is anticipating hosting Junior/Senior prom pending pandemic and positivity rates later in May. This contract has been reviewed by Buckman, Farris & Mills Law Office. Please approve the contract between Bullitt Central High School and The Henry Clay.

[Signature]
3.12.21



Bullitt Central High School

1330 Highway 44 East Shepherdsville, KY 40165

(502)869-6000

Fax (502)543-1797

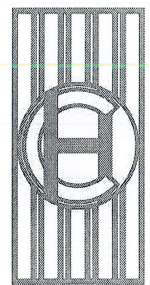
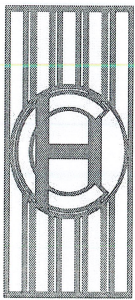
March 8, 2021

To whom it may concern:

Bullitt Central High School is requesting approval for our Junior/Senior Prom for 2021. The Prom will be held on May 14, 2021 at the Henry Clay. At this time per Covid Restrictions the Henry Clay is operating at 60% capacity which would allow for up to 600 people. We are limiting our Prom capacity to 300 students to allow for more space so they can spread out in the different locations at the Venue. We normally have prom in late March or April. We hope moving prom to mid May will allow Covid cases and restrictions to decrease even more which creates a safer environment for our students.

Sincerely,

Joe Pat Lee
Assistant Principal



Henry Clay- Rental Agreement

This Rental Agreement made as of this day, 3/22/21 (Today's Date) is between,
The Henry Clay Event Center (Venue) and Bullitt Co. Board of Education (Client/Renter).

Whereas, the Client intends to temporarily rent, make use of, and occupy the Venue located at 604 South 3rd Street,
Louisville, KY 40202 on, 5/14/21 (Event Date).

Client/Renter Information

Event Name (used for directional signage) BCHS Prom 2021

Email: Nicole.Klern@bullitt.kyschools.us Phone: (678) 773-5413
Bullitt Central H.S.

Address: 1330 Hwy 44 E

City: Shepherdsville State: KY Zip: 40165

Event Start Time: 8:00 pm. Event End Time: 12 A.m.

Anticipated Number of Guests: 350

RENTAL HOURS

- All non-wedding related events are booked with a standard four (4) hour limit.
- All weddings are a standard five (5) hours.
- All weddings with receptions are allowed a (5 ½) hours block of event time.
- Events are guaranteed a minimum of (3) hours prior to event start time access and (1) hour break-down. Flexibility to accessing the building is based upon availability and must be requested at a minimum of 7 days in advance with written consent.
- Additional event hours can be added for an additional **\$500.00 per hour** and must be paid prior to the event, requested at least (14) days in advance, and with written approval through the Henry Clay- Director of Event Sales.
- 4th Floor and/or Full Venue Buyout Clients will be granted access to the Hospitality (Bridal) Suite beginning at 10:00am the morning of the event. Early access can be purchased for an additional **\$150.00 per hour** and must be requested at least 14 days in advance.

GENERAL GUIDELINES

- Tape, nails, tacks, and other fasteners/adhesives (including "Commander Strips") are strictly prohibited on ANY surface of the Henry Clay property. Damage fees will be applied.
- No décor may hang from, impede, or block building sprinkler lines and life safety systems
- Sparklers, confetti, glitter, birdseed, rice, and/or anything of the sort, are strictly prohibited.
- All décor and large items must be approved by the Henry Clay- Director of Event Sales prior to event and must comply with state and federal building safety codes.
- Open flames are only permitted on guest tables, and only if the flame is fully enclosed (hurricane style). No open flames are permitted on any surface of the building (floor, window ledges, architectural surfaces, etc.)
- Due to smoke detecting sensors, helium balloons, fog machines or any other item that may affect the proper operation of the building alarm systems or fire suppression systems are prohibited.
- Smoking/Vaping is only allowed outside the building.
- All alcoholic beverages must be provided by your designated caterer including the hospitality suites. Alcohol may not be carried outside of the building including the sidewalks.
- Any trash (boxes, bottles, napkins, or debris) found inside or outside the premises will result in a **\$250.00 damage fee**.
- Loitering is not permitted on facility premises
- Client will incur a **\$150.00 Cleaning fee** if approves and/or a **\$250.00 Damage Fee** for any and all of the above used without approval.
- All events have an event end time curfew of 12:00am or midnight.

CANCELLATIONS

- All deposits and payments are non-refundable.
- If an event is cancelled within 30 days of the event date, client is still responsible for paying the final balance in full.

DATE CHANGE

- The client may request a date change after booking, resulting in a **\$500.00** fee and must be applied no less than 90 days prior to event date. All other changes would be considered cancellation.

CLIENT RESPONSIBILITIES

The Client will be responsible for all of the following unless otherwise specified:

- A non-refundable **50% deposit** is due with this signed rental agreement to secure an event booking.
- A non-refundable **final payment** is due no later than 30 days prior to the event date.
- Client must inform the Henry Clay upon securing a caterer for the event. Prior approval may apply.
- Client must provide Henry Clay with a floor plan and a detailed event timeline no later than 14 days prior.
- A complete list of vendors must be provided at least 14 days prior and must include contact information and a schedule of the load-in/out schedule.
- Client is responsible for any damages to the Henry Clay property (above and beyond normal wear and tear).
- Client must submit a completed Consent to Charge Credit Card form – to cover any damages as a result of event.
- All decorations must be cleared from the event locations immediately following the event. All trash, floral arrangements, boxes, décor, other articles left behind will result in a minimum of **\$250.00 damage fee**. No exceptions will be made without prior written consent with the Director of Sales.
- All arrangements for food and beverage must go through approved caterer(s). This includes the Hospitality/Bridal Suites.
- Absolutely no outside food, beverage or alcohol are allowed on the property without going through one of the preferred caterers.
- Client's securing outside event coordinating services must notify the Henry Clay upon securing and provide the contact information for planning purposes.
- Prices are subject to change without notice prior to the execution of a contract

- Some dates are subject to peak pricing such as but not limited to (New Year's Eve, Derby, Christmas, Easter, etc.)
- Outside alcohol found on the premises (including the Hospitality/Bridal/Groomsmen Suites) will result in removal and may result in cancellation. All alcohol must be provided by a licensed caterer-no exceptions!

SECURITY

- The Henry Clay can provide you with security upon request for an additional \$30 per hour per guard.
- Security is not required but encouraged for all events.
- If client plans to provide outside security, the Director of Events must be notified in advance. A walk through of the property with the hired security is required in advance.
- Please make arrangements with Director of Events at least 30 days prior to the event date.

NOISE AND SOUND CONTROL

- The Henry Clay may host multiple events concurrently.
- Due to the nature of the buildings and spaces, client agrees to let the Henry Clay monitor and control all sound levels, especially if they disturb other building occupants.

VENDORS

- Providing appropriate equipment and supplies needed to load-in and out of the building. Including but is not limited to: carts, dollies, ramps, etc...
- Caterers are permitted only 1 vehicle to be parked in the designated load-in area during the event. All other vehicles associated with the event are only permitted in the load in area during loading and unloading.
- It is the responsibility of all vendors to secure parking during the event. There are multiple garages and surface lots within close proximity that can be utilized but are not owned or operated by The Henry Clay.

ONSITE FACILITIES COORDINATOR

- A representative for the Henry Clay will be available during the entire event and will be available for any facilities related assistance.
- The coordinator will arrive at least one hour prior to the start of the event and will be scheduled through the load-out and break down.
- The client will be provided with the Onsite Facilities Coordinator's contact info to use during the event should they need to contact.

REHEARSALS

- Rehearsals for ceremonies are based on availability and are scheduled Monday – Friday.
- There is a **\$150.00 rehearsal fee per hour** for any rehearsal scheduled between 9:00am and 5:00pm.
- There is a **\$250 rehearsal fee per hour** for rehearsals scheduled after 5:00pm.
- Rehearsals are not guaranteed until 7 days prior to the event date.
- In an event that a rehearsal should be canceled on behalf of the Henry Clay, a refund for the rehearsal fee if an alternative rehearsal time is unable to be scheduled.

HOSPITALITY/BRIDAL SUITES

- Any client renting the 4th floor or that has secured rental of both floors will have complimentary access to the Hospitality/Bridal Suite beginning at 10:00am the day of the event.
- Additional hours or early access can be purchased in advance for \$150 per hour
- No food or alcohol are permitted inside the hospitality suites unless they are approved in advance or provided by one of the preferred caterers. Tailored food and beverage packages can be requested and provided in advance.
- It is the responsibility of the client to take out the trash and return all furniture to the original placement upon departure.
- Any damage to the Suite, including prohibited materials such as tape, adhesives or items left in the refrigerator will result in additional fees.
- It is the responsibility of the client to make sure that trash is gathered and placed inside the trash receptacles. This area (unlike the other area of the event rental space) is not the responsibility of the caterer.

CLEAN UP and SET-UP

- All standard cleanup and setup will be provided by the event caterer.
- All vendors, décor and rentals are to be broken down, loaded out and removed from the property immediately following each event.
- **The Henry Clay is not responsible for any items left after events.**

- A **\$250 fee** will apply if the space has not been properly cleared post event. This also applies to Hospitality, Bridal or Groomsman Suites. Client must remove hangers, dress bags, boxes, excess trash etc., and **client may not move furniture** without explicit permission from a CITY Destinations representative or incur a **\$250 damage fee**. Client is responsible for placing furniture back in original position if permission was given.
- Only with pre-approved authorization (by Ally Adams-Director of Event Sales) and written documentation prior to the event, will any items be allowed to stay or break down to happen at a later date or time. Client must reach out at least 48 hours in advance to submit any extension requests.

PARKING

- The Henry Clay does not own any parking but there are many options in the very near proximity.
- Riverside Authority (surface lot directly across the street for the HC entrance) and can be reserved exclusively for your event. If you are interested in more information and rates, please call Don at 502-582-1105.
- Parking is also available behind The Henry Clay in the Clay Commons public automated garage located at 324 West Chestnut. Arrangements to pay for guest parking may be made through, PARC Special Events parking representative, Peggy Baas: 502.574.4541.
- Street parking is available surrounding the property and is based upon availability and subject to

VALET PARKING

- Valet Parking can be arranged through PMC- Parking Management Company at 502-580-3523.
- Client must notify the HC of their intent to use valet services.
- All valet providers must have proper insurance (General Liability and Garage Keeper's coverage in the amount of \$1,000,000.00) and must name CITY Destinations, LLC, System Parking, Inc., Riverside Parking, and PARC as additional insured and complete any additional paperwork required by any parties involved.

INSURANCE

- **All renters of our facilities are required to furnish a Certificate of Liability Insurance** naming the appropriate rental entities (see below) as additional insured for the rental event.
- Individual renters should add The Henry Clay as an additional insured with Liability Insurance for a minimum of \$300,000.
- Rentals associated with an organization or business are required to add The Henry Clay as an additional insured with Liability Insurance for a minimum amount of \$1,000,000.
- Name to include on the certificate - The Henry Clay: City Destinations, LLC and The Henry Clay/Off Broadway Lofts, LLC
- The mailing address for all entities is 604 South 3rd Street, Louisville, KY 40202.

AUDIO VISUAL PROVIDER

- C&H Audio Visual Services is the provider for all AV needs for the facility and no outside AV teams are permitted (with the exception of items you bring personally or provided through a DJ Service.)

C & H Audio Visual Services, Inc.

942 E. Kentucky Street, Louisville, KY 40204

Office: (502) 637-4595

Fax: (502) 637-4596

Email: info@chavs.net

SECURING HOTEL ROOM BLOCKS

Hilton Garden Inn is connected to the Henry Clay. Special room blocks rates are eligible to all clients booking with the Henry Clay. Rates are based on availability.

Hilton Garden Inn- Downtown Louisville

Andrea Neal- Sales Manager

Office: 502.584.5175

Email: aneal@firsthospitality.com

www.louisvilledowntown.hgi.com

CATERERS

- All catering and bar service must be provided by one of the Henry Clay's Preferred Caterers. No other catering, food/beverage, or alcohol is permitted in the building unless a Catering Buyout Agreement is negotiated and all parties agree to fees, terms and conditions.
- A list of catering responsibilities and agreements are available to the client upon request.

PREFERRED CATERERS

The Silver Spoon

Contact: Michelle Cecil, Catering Sales Manager
Contact Number: 502.584.4379
Email: Michelle@tsspoon.com
Website: www.thesilverspooncaterers.com

Wiltshire Pantry

Contact: Susan Hershberg
Contact Number: 502.581.8560
Email: wiltshirepantry@gmail.com
Website: www.wiltshirepantry.com

8UP

Contact: Kelcie Perez
Contact Number: 502.883-8189
Email: kperez@fhginc.com
Website: www.8uplouisville.com

Crushed Ice Catering

Contact: Lindsay Brough
Contact Number: 502.371.0540
Email: Lindsay@crushedicecatering.com
Website: www.crushedicecatering.com

The Henry Clay- Facility Rental Agreement

This rental agreement is made by and between The Henry Clay "CITY Destinations, LLC", and the aforementioned "client". In consideration of the client's payment of the facility rental deposit and facility rental final payment stated on the Event Invoice Order, CITY Destinations confirms the room(s) reserved on the date(s) and at the time(s) stated on the Event Order; and is subject to the following terms and conditions:

If renting party fails to pay the rental balance on or before the payment date, CITY Destinations shall automatically cancel the room reservation and shall retain the entire amount paid. If renting party cancels the room reservation, CITY Destinations shall retain the reservation deposit and may retain all or part of any rental balance paid.

In conducting any performance, in holding any public or private meeting or in giving any lecture, concert or other event, renting party shall conform to, comply with, and abide by all laws of the United States and the Commonwealth of Kentucky, the rules and regulations of all federal and state boards and bureaus, the ordinances of Louisville Metro, and the regulations of the Office of Alcoholic Beverage Control, Board of Health, Fire and Police Department.

Renting party shall not keep anything on the premises, which will increase the premiums on, or conflict with the provisions of, the insurance policies on all of any part of the premises. Without prior written consent of CITY Destinations, renting party shall not transact or allow the transaction of any business on the premises, shall not erect nor operate on the premises any machinery or equipment operated by electricity or other power, shall not use or permit the use on the premises of any substances of an explosive or highly flammable nature, and shall not install on the premises any wires, electrical or other appliances. Renting party is prohibited from installation of any items that may compromise fire suppression and monitoring system.

Renting party understands and agrees that decorating with the use of confetti, tape or other adhesives, nails, tacks, screws, or other fasteners on wood and plaster walls and surfaces is strictly prohibited unless the renting party has prior written approval and the decorating is done under the supervision of CITY Destinations and without defacing the premises.

The renting party shall maintain the "rented property" (the building, furniture, equipment, fixtures, grounds, and any other property, real or personal, owned, used, operated or possessed by CITY Destinations reserved or used by renting party) in as good condition as at the time the rented property is delivered to renting party. Immediately after the conclusion of an event, renting party shall clear and clean the rented property and vacate the premises. If renting party fails to clear and/or clean the rented property, such failures shall be considered damage to or destruction of the rented property.

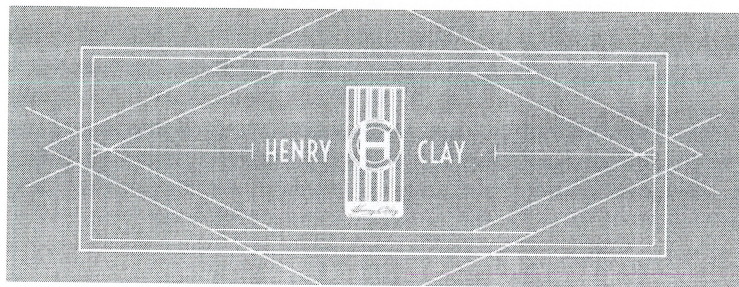
The renting party understands that concurrent use of the facility by more than one renter is the normal and customary operating procedure of CITY Destinations. On occasion, sound leakage from one area to another may disturb a private party or theatrical performance, and the renting party agrees to allow CITY Destinations to monitor and control all sound levels, whether electronically amplified or not. This includes, but is not limited to, loud or offensive noises that may be caused by guests of the renting party.

Client Initials

If any damage to or destruction of (including loss of use of) the rented property occurs during or after renting party's occupancy and use of the premises due to any act or omission of the directors, officers, employees, contractors, representatives, volunteers, patrons, guests or invitees or renting party, CITY Destinations may repair such damage or destruction at renting party's expense. CITY Destinations shall bill, and renting party promptly shall pay, the cost of any such repairs.

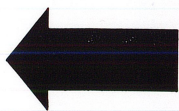
Non-catering clause: Renting Party understands that additional fees will be applied to all events renting space without catering. Catering is handled by exclusive caterer agreements per each facility. Renting parties not using the provided caterer(s) cannot bring in any other caterer, food, beverage, or alcohol, and are responsible for additional cleaning, set-up, and staffing fees.

Renting party fully waives, releases and discharges CITY Destinations, from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with renting party's use of the facilities. Renting Party has read, understands, and agrees to abide by all provisions stated in the Rental Guidelines and Agreement.



PLEASE SIGN AND RETURN TO THE ATTENTION OF:

Ally Adams
The Henry Clay- Director of Event Sales
604 South 3rd Street
Louisville, KY 40202
Email: aadams@firsthospitality.com
Office: (502) 992-3131
Mobile: (502) 415-6034



Client/Renter Signature _____ Date _____

Print Name Jesse Bacon, Supt.

The Henry Clay- "CITY Destination, LLC"

Director Signature _____ Date _____