



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

June 19, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve contract for Simon Kenton High School to hold a homecoming dance at the Northern Kentucky Convention Center.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Simon Kenton High School has held large homecoming dances at Northern Kentucky Convention Center several times over the past 10 years. The venue is one of only a few that is able to accommodate our event.

FISCAL/BUDGETARY IMPACT:

\$3600 paid from student ticketing.

RECOMMENDATION:

Approval to sign contract with the Northern Kentucky Convention Center to hold Simon Kenton's 2021 homecoming dance.

CONTACT PERSON:

Christine Hoerlein, SK Homecoming Sponsor


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.



May 20, 2021

Ms. Christine Hoerlein
Simon Kenton
11132 Madison Pike
Independence, Kentucky 41051

Dear Chris:

Thank you for once again selecting the Northern Kentucky Convention Center for your 2021 Homecoming Dance!

Enclosed is the space use License Agreement for the event scheduled September 11, 2021. Please sign this contract and return to us along with your deposit by June 11, 2021. At that time, we will return a fully executed agreement confirming that the space is held in your organizations name. Final payment and certificate of insurance will be due by August 11, 2021. Any additional items, approved by you, will need to be paid prior to end of event.

Michele Henry, Event Planner will be assisting you with the details for your upcoming Homecoming Dance. MAC Productions will handle your audio-visual needs. Should you need any food and beverage for your event, Masterpiece Creations will be able to create menus to meet your budget. Our entire staff is committed to making your event a success, if there is anything we may do to assist with your planning please let us know.

Christine, thank you again for selecting the Northern Kentucky Convention Center. We look forward to working with you to create a successful event.

Best wishes,

Patricia Garvey
Director of Sales & Marketing
PG/kp

NORTHERN KENTUCKY CONVENTION CENTER CORPORATION

ONE WEST RIVERCENTER BLVD.
COVINGTON, KENTUCKY 41011
LICENSE AGREEMENT NO. **21923**

This LICENSE AGREEMENT, made this Thursday, May 20, 2021 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 11, 2021)

Sub-Total Rental \$4,030.00

Rental Discounts:

- Office Storage

(\$ 420.00)

Total Rental Due from Client \$3,610.00

Deposit and signed contract (Due: June 11, 2021) \$902.00

Balance (Due: August 11, 2021) \$2,708.00

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

NORTHERN KENTUCKY

CONVENTION CENTER

**Outline of Space for the
Simon Kenton
Homecoming Dance
September 11, 2021 - #21923**

Date	Start Time	End Time	Description	Room	Setup	Agr	Room Rental
Saturday 09/11/2021	4:31PM	8:00PM	Setup	Event Hall II	Reception	0	Inclusive
	4:31PM	11:00PM	Registration	Lobby - 1st Floor II	Registration	800	Inclusive
	4:31PM	11:59PM	Storage	Conference Room	Office	0	\$420.00
	8:00PM	11:00PM	Dance	Event Hall II	Reception	800	\$3,610.00

The above grid designates room setup and agreed upon attendee count per room, within the Center's capabilities as of June 11, 2021.

Sub-Total Rental \$4,030.00

Rental Discounts:

- Office Storage

(\$ 420.00)

Total Rental Due from Client

\$3,610.00

The above dates, times and spaces are being held on a First Right of Refusal based upon your event taking place in September 2021. We will be happy to extend these rates to your event if you select Northern Kentucky by June 11, 2021.

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 event.
- One refresh of room per day.
- Event Area clean and cleared for decorator to mark the floor; 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 two registration tables.
- Up to 10 carts to be used during move-in & move-out.
- 1 - 12' x 24' riser
- 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 the Center has secured an 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.

Our exclusive Caterer 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 your 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, The Center has chosen 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, they 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

- **Ticket Takers** – Events which require tickets to gain entrance need a minimum of one ticket taker per entry door. Should you need assistance in obtaining ticket takers for your event; the Center can assist you at a current rate of \$42 per person per hour with a four-hour minimum.
- **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 \$42 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 two (4) Police Officers to be on-site for the duration of the event. One Officer will be placed at the bottom of the escalator to control access to upper level. The other 3 would be within 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 \$80 per 10-amp and \$100 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 \$340 for 1st connection and \$115 for each additional connection. Please contact sales for any specialized communication needs your event may need.

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. Due to all rental discounts being calculated based upon the total value of the event being held, the Center shall be entitled to a percentage of the sub-total rental charges and any other related fees the Center has incurred for the purpose of this event. Charges/Fees whether paid or outstanding, depending on the date of cancellation prior to event will be calculated and due 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, unusual weather, catastrophes, war, government regulation, natural disasters, fires, strikes, civil disorder, terrorism, labor disputes, travel advisories, earthquakes and any law, ordinance, rule or regulation, which becomes effective within the three (3) month period immediately before the date(s) of "Customer's" event at the NKYCC facility, which may adversely affect attendance and/or other circumstances or emergencies making it inadvisable, illegal, or impossible, to provide the NKYCC facility or to otherwise hold the meeting. In such event, this contract may be terminated by the "Customer" or the NKYCC without liability, upon written notice specifying the reason for cancellation. Furthermore, there shall be no right to terminate this Agreement solely for the purpose of holding the same meeting in some other city or facility or the sole purpose of scheduling another group's function in the facility of NKYCC.

- **Tables** – 6' clothed and skirted tables above what is complimentary in this proposal are currently \$80 each.
- **Trash Removal** – For removal of event materials not provided by the Center and/or its exclusive vendors, our current rate is \$895 per 15-yard compactor and is based upon usage.

*** - The above stated rates are the prevailing rates for May 20, 2021. For budgeting purposes, we suggest you add 5% annually to the above stated rates.*

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