



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

From: Anne Marie Landry, Preschool Coordinator

Date: November 3, 2021

In RE: Contract

Attached you will find a Contract with Paroquet Springs Conference Center for April 11, 2022 that I am asking to be placed on the November Board Agenda for your approval.

The District-Wide Preschool/Head Start screening has been at this venue for several years. We would like to continue coordinating the recruitment of at-risk students at this joint District-Wide Preschool/Head Start screening/registration.

Preschool funds will cover the cost of this event.

Additional details are included in the enclosed contract.

Thank you

**Paroquet Springs Conference Centre
395 Paroquet Springs Drive
Shepherdsville, Ky. 40165
(502) 955-7009
(502) 543-3835 Sales
(502) 543-4889 Fax**

Confirmation Agreement

Date: 09-23-21

Especially Prepared For: Bullitt County Schools-Pre School

**Address: 1040 Hwy 44 East
Shepherdsville, Ky. 40165**

Telephone: 502-869-8250

Fax: _____ **Email Address: tonya.vogt@bullitt.kyschools.us**
By: Kat Mitchell
Contact: Tonya Vogt

Event: Trade Show **Type: 1/5**

Date(s) of Event: April 11th, 2022

**Paroquet Springs Conference Centre will hereby be referred to as the Commission,
agrees to rent the Premises to the Lessee for the following period of time:**

Set up Date: April 11th, 2022 **Time: 8:00am**

Termination Date: April 11th, 2022 **Time: 5:00pm**

**The Lessee agrees that a representative of the Commission shall have the right to enter
and inspect the Premises at all times during this Lease.**

~~**The Salt River Room has a guaranteed minimum number of 150 people. The following
charges will apply if room guarantee drops lower than 150 guests:
Hors d'oeuvres (by the piece) selections must reach a minimum total selection of
\$1792.00 or the difference plus service and taxes will be added to your final invoice
Plated meal and buffet selections must reach a minimum of \$11.95 per guest or each
guest below 150 will be invoiced up to 150**~~

Attendance: Flow

Food & Beverage Requirements:

Concession Stand if requested

We reserve the right to close concession stand if sales do not exceed \$100.00 per
hour

- Buffets are set out for 2 hours. No food or beverage is to be taken from the building.
- *10% over the guaranteed attendance for meals will be prepared. Guest count exceeding the 10% above the guaranteed amount will be billed at twice the meal charge.
- *Prices are subject to change. *Final Count for events w/food due 3 days prior to event.

PSCC Rep. Initials:

Contractors Initials:

Amby

Room Commitment By Day:

Day	Time	Date	Rooms	Cost
Monday inclusive	8:00am-5:00pm	April 11 th , 2022	Salt River room	\$375.00
inclusive			Adam Shepherd	\$100.00
inclusive			Bernheim	\$62.54

Excess hours needed, will be billed as follows: \$100/hr Salt River Hall; \$50/hr McDowell & \$25/hr all others.

Audio Visual Equipment:

Set Up Requirements:

TBD

***An 21% service charge and 6% sales tax will be applied to food, beverage and room rental.**

Other:

Bullitt County Public Schools will provide PSCC a purchase order for billing. Payment in full net 30 days PO# 21902708

This Lease is void unless executed and returned with the deposit by November 23rd, 2021. The deposit is \$500.

Lease Agreement

1. Payment Policy

- A **deposit** of the lesser of ½ the estimated cost of the event or \$500 is due upon reservation of the event and execution of this contract. No contract signed off by both parties is valid without an accompanying deposit.
- Balance**, less deposit, is due three (3) working days prior to event. If balance is not paid, the Commission reserves the right to cancel event. Additional charges incurred during the event will be billed to your credit card. A 1.5% late fee will be added to any balance over 30 days late and compounded monthly.
- Payment Security: **REQUIRED**. A credit card #must be put on file to secure payment. Payment type (check

cash or check at close of the event. Unpaid charges will be billed to your credit card.

_____ Expiration Date: ____/____ 3 digit security
code# _____

d. Businesses, with credit approval shall be granted up to 30 days from the date of service to pay their bill in

If the premises shall become untenable because of fire, labor disputes or strikes, failure of utilities, riots, or by any other reason of force majeure, or other reasons of a like nature not the fault of either party, this Lease shall terminate. If such termination occurs before the Lease commences, the Commission will refund to the Lessee any deposit theretofore paid by the Lessee after deducting from such deposit any expenses incurred by the Commission in connection with this Lease. In the event such termination occurs during the term of this Lease, the Lessee will pay to the Commission a pro rata portion of the rent plus any expenses incurred by the Commission to that time in Lessee, which exceeds such amount. In the event of such termination, the Lessee hereby waives any claim for damages or compensation, which might arise out of such termination.

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The Lessee agrees to comply with all laws, regulations and ordinances, whether Federal, State and/or municipal regarding all of its activities in the Premises and regarding all of its installations, displays and exhibitions in the Premises. The Lessee shall comply with all of the policies and regulations as set forth in the **Paroquet Springs Conference Centre policies**, which are attached hereto and incorporated herein by reference. **Special Attention: No Smoking in the Conference Centre. No Food, Beverage or Alcohol may be brought in or removed from the Centre.**

Notwithstanding any other provision in this Lease, if this Lease is cancelled by the Lessee, or if the Lessee violates any of the terms, conditions or covenants provided herein, such a violation shall, at the option of the Commission or its designated representative, constitute a breach of this Lease and result in forfeiture of all monies and deposits previously paid to the Commission, to be applied as partial liquidated damages, and no portion thereof shall be returned to the Lessee. In addition, the full rental fee shall be payable by the Lessee to the Commission that includes costs incurred by the Commission as a result of the breach. The Commission reserves the right in the event of such violation to terminate this Lease in its sole discretion.

The Licensee agrees that whenever it uses or describes the Centre in its advertising, promotions and displays, the Centre shall be referred to only as Paroquet Springs Conference Centre. Commission shall have the right of concept approval of all advertising and promotion material in connection with Lessee's use of the Premises. The Commission may request the Lessee to provide a copy of any and all advertising to be used by the Lessee to promote its activities under this Lease, prior to the Lessee distributing the advertising for publication. The Lessee prior to the Lessee distributing such advertising must delete any false, deceptive or misleading statements in the advertising.

The remedies given to the Commission in this Lease shall be cumulative and the exercise of any one remedy by the Commission shall not be to the exclusion of any other remedy.

No payment by the Lessee of receipt by the Commission or a lesser amount than the full amount of rent owed as set forth herein, nor any endorsement or statement on any check or any letter accompanying any check or similar payment instrument or payment of a lesser amount than the full amount owed shall be

considered payment in full, and the Commission may accept such check or payment without prejudice to the Commission's right to recover the balance of such rent or pursue any other remedy in this Lease.

8. Indemnification and Insurance

~~Insurance Requirements: Lessee shall secure and maintain Comprehensive General Liability insurance with combined Single Limit, Bodily Injury and Property Damage of at least One Million Dollars (\$1,000,000.00) each occurrence to or in conjunction or connection with Lessee's activities in the Premises. Lessee shall also furnish to Commission evidence of such insurance coverage in the form of Certificates of insurance that shall name Commission as additional insured. The Certificate shall also include a stipulation that in the event of any material change in, or cancellation of, said policy, the Company affording said insurance would give a minimum of (30) days prior written notice to the Commission.~~

Indemnification: The Lessee agrees to indemnify, defend and hold harmless the Commission, its commissioners, employees, agents, officers and directors from and against any and all claims, liabilities, losses, damages, costs, expenses (including attorney fees), judgments, and penalties arising out of, relating to, or associated with, or occasioned by Lessee's acts or omissions, and the acts or omissions of its employees and agents. Lessee assumes all risk of all injuries, including death resulting there from, to all person, including Lessee, its agents, employees, servants and any member of the public, and damage to and destruction of property by whomsoever owned including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from Lessee's acts or omissions, unless caused solely by the negligent acts or omissions of Commission PROVIDED HOWEVER that in the event any such person injured or killed is an agent servant or employee of Lessee it will indemnify and save harmless Commission its agents commissioners officers and employees whether such injury or death is caused by their negligence or breach of duty, statutory or otherwise, or by others including Lessee, its agents, servants and employees.

9. Floor Plans For Exhibits

The Lessee's shall furnish the Commission with final floor plans and requirements for lay-out, equipment, decoration, exit capacity, etc., for State Fire Marshall and Facility approval prior to exhibit space sales, ticket sales or any other use of the Premises by the Lessee.

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10. Miscellaneous

- In the event that any portion of this Lease shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect.
- This Lease contains the entire understanding between Commission and Lessee with regard to the subject matter hereof and no modification of any provision hereof shall be valid or binding unless agreed to in writing signed by both parties hereto.
- Failure of Commission to enforce the performance by Lessee of any provision of this continuing waiver of performance of such provision or of the right to exercise such option or the waiver of performance by Lessee of any other provision of this Lease unless so stated in a written waiver signed by Commission.

Acceptance:

Please complete and sign below, return a copy of this agreement by November 23rd, 2021. This agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this agreement. If this agreement and deposit are not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this agreement.

Event:	Preschool Showcase	Facility:	Paroquet Springs Conference Centre
Name:	Tonya Vogt	Name:	Kat Mitchell
Title:		Title:	General Manager/Event Coordinator
Signature:		Signature:	
Date:		Date:	

CONFERENCE CENTRE POLICIES

Paroquet Springs Conference Centre is a **non-smoking facility**. The Centre offers on-site catering exclusively. No food or beverage may be brought into the facility unless prepared by our chef. No food or beverage is allowed to be taken off the Conference Centre premises due to liability insurance restrictions. Current prices listed in our catering menus are subject to change prior to confirmation. Upon completion of the confirmation agreement and receipt of customer deposit, there will be no change in pricing. Quotations for a specialty theme or custom menu choices are available. Menu selections and special dietary requests are to be made two weeks prior to the event date.

ROOM RENTAL: The Conference Centre reserves the right to make reasonable changes in meeting or banquet rooms to best accommodate the group, even though another space might have been originally assigned. The Conference Centre will do their best to notify the group of this change, time permitting.

EVENT PERIOD: The event period is the specified time and date listed in the confirmation agreement. Should your event extend beyond the time stated in your contract, you will be subject to an additional per hour charge.

GUARANTEE: A minimum attendance guarantee is required three days prior to your event and payment is due upon receipt of the guarantee. Guarantees for functions held on Monday and Tuesday must be received by the preceding Friday. The guarantee is not subject to reduction.

PRICING: An 21% service charge will be applied to all charges. Applicable sales tax will be charged on food, beverage, audio visual and equipment rentals.

TAX EXEMPT STATUS: If your group is tax exempt, the Conference Centre is required by the Commonwealth of Kentucky to have a copy of your exemption certificate on file.

CREDIT POLICY: All payments must be made prior to the event, unless prior credit approval has been given. Credit applications are available upon request.

DAMAGE POLICY: Any damage occurring to the property of Paroquet Springs Conference Centre will be charged to the client. The Centre is not responsible for any items left on premises that are lost, stolen or damaged.

DEPOSITS – SOCIAL FUNCTIONS: A \$500 non-refundable deposit for wedding receptions, reunions, and other social functions is due when the event is booked. The deposit will be deducted from the final invoice. Host bars also require a deposit three days prior to the event.

DEPOSITS – OTHER FUNCTIONS: When requested, a non-refundable deposit of 50% of the estimated cost of the function may be required upon signing of the confirmation agreement.

CANCELLATION POLICY: Once booked, all events will have a cancellation charge of: 50% of the estimated cost, if cancellation occurs within 120 – 31 days prior to the function; or 100% of the estimated cost, if cancellation occurs 30 days or less prior to the function.

STATEMENT OF LIABILITY POLICY: The Commission and its commissioners, employees, agents, officers and directors disclaim any and all liability for damages or losses sustained by any lessee as a result of fire, water, flood, windstorm, utility failures, rodents, acts of vandalism, insurrection, civil disorder, strikes, criminal acts, or theft. Lessee's wishing to insure their property must do so at their own expense. If unusual equipment is to be installed, or if appliances that may be subject to fire codes are to be used, or if the Lessee shall allow any article or equipment to be brought into the facility, or any act to be done on the Commission, which may cause such policy of insurance to be cancelled, the lessee will hold the Commission and its commissioners, employees, agents, officers and directors harmless against any and all claims.

~~**LIABILITY INSURANCE:** Liability insurance is only required for events or trade shows open to the public. Three days prior to the event, tenants must supply the Conference Centre with a Certificate of Insurance Coverage naming Paroquet Springs Conference Centre as "Additional Named Insured". The limits of the insurance should be:~~

~~_____ \$1,000,000 in Bodily Liability~~

~~_____ \$1,000,000 in Property Liability~~

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**PAROQUET SPRINGS
CONFERENCE CENTRE POLICIES
Page Two**

~~Liability coverage must be provided for the following items:~~

~~_____ Comprehensive~~
~~_____ Premises Operations~~
~~_____ Contractual~~

~~If a Certificate of Insurance is not received, the event will be cancelled.~~

LIQUOR LICENSE: The Conference Centre has a liquor license for convention or trade show activities. All arrangements for alcoholic beverages must be made through Paroquet Springs Conference Centre. Under no circumstance can alcoholic beverages be brought into or onto Centre premises.

SECURITY: If so desired, tenants may provide their own security within the portion of the Convention Centre rented. The Centre reserves the right to require security at events or functions open to the public. Paroquet Springs Conference Centre will not be responsible for any alleged loss of property whether or not a security company is retained. No door shall be chained.

PARKING: All parking is free of charge and designated handicapped parking is provided. Heavy equipment, i.e. semi trailers or storage trailers, will not be allowed in the parking area. Heavy equipment parking is subject to approval by Management. Parking is not allowed in the Conference Centre fire lane/loading door area.

PACKAGE RECEIVING: Should you need to drop off personal items for your event, they must be boxed and addressed to the attention of the Manager handling your function. The name and date of your function must be clearly marked on the box. Due to limited storage space, we request that shipments or items not arrive any earlier than two days prior to the event. All freight and exhibit materials must be moved in and out through overhead doors located in the Exhibit Hall. Usage of pedestrian's doors for this purpose is strictly prohibited. No vehicles, freight or other show materials shall be stored on Centre grounds or in the facility without prior written permission of Centre Management.

Paroquet Springs Conference Centre will not assume responsibility for the damage or loss of any merchandise or articles left unattended in the Centre prior to, during, or following a function.

PHOTOS: Paroquet Springs Conference Centre has the express right to take any photographs of your event for purposes of convention business promotion.

SIGNAGE: Decorations, signs, banners, etc. may not be taped, nailed, stapled or otherwise fastened to the ceiling, walls, doors, or painted surfaces of columns without prior written approval by Centre Management.

Paroquet Springs Conference Centre reserves the right to inspect and control all events. Any advertising prepared by the guest must have prior approval of Conference Centre Management.

I have read, fully understand and agree to all terms, conditions and policies stated above.

Ann Marie Landry
Lessee Signature

11/3/21
Date