



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
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TO: Mr. Jesse Bacon

FROM: Mrs. Rachelle Bramlage-Schomburg, Director of Secondary Education *RS*

RE: North Bullitt High School Prom 2022

DATE: January 14, 2022

Please see the attached contract between North Bullitt High School and Rivers Edge located in Shepherdsville, Kentucky. If approved, North Bullitt High School is anticipating hosting a prom for Juniors and Seniors on April 30, 2022. This contract has been reviewed by Buckman, Farris and Mills Law. Please approve the contract between North Bullitt High School and Rivers Edge Events & Rentals.

RS
1.18.22



North Bullitt High School

3200 Hebron Ln
Shepherdsville, Kentucky 40165

Phone: 502-869-6200

Fax: 502-957-6762

<https://www.bullitt.k12.ky.us/3/Home>

January 11, 2022

To: BCPS Board of Education
From: J Lail, North Bullitt High School
RE: Prom Contract

Esteemed Members of the BCPS Board of Education:

The North Bullitt High School Prom Committee has requested permission to hold their prom at Rivers Edge in Shepherdsville, KY. The event is set for April 30, 2022.

Attached to this email, you will find a copy of the facilities lease agreement for Rivers Edge.

Thank you for your time and attention.

J Lail, Ed.D.
Principal, North Bullitt High School



375 Sunview Dr.
Shepherdsville, KY 40165

Rental Agreement

Name: _____ Event Date: _____ Start Time: _____

Address: _____ End Time: _____

City: _____

State/Zip: _____ Event: _____

Attendees: _____ Rental Amount: _____

Contact Person: _____ Deposit: _____

Phone: _____ Date Paid: _____

Email: _____

THIS RENTAL AGREEMENT ("Agreement") is made by and between Rivers Edge Events & Venue Resource (hereinafter "RIVERS EDGE") and the Renting Party named above. The Renting Party collectively may be referred to as the "Renting Party" or "Renting Parties".

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, RIVERS EDGE and the Renting Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. Terms of Facility Use. During the term of the Rental Period (*defined below*) the Renting Party may have the use and enjoyment of the rental hall (lower level) of RIVERS EDGE located at 375 Sunview Dr. Shepherdsville, KY 40165 ("Venue"), including the tables and chairs, restrooms, lights, hallway and warming kitchen assigned for use by Renting Parties, solely for purposes of the event described above (the "Event"). During the term of the Rental Period,

the Renting Party may have access to and use of, for their intended uses only, (a) the refrigerator, (b) trash containers, (c) sink, and (d) coolers for ice, all located in the warming kitchen, subject to the terms and conditions of Paragraph 9 (Caterer). During the term of the Rental Period, parking will be made available for the Renting Party's guests in the front parking lot of RIVERS EDGE Venue. Handicap access is available at the front door of the RIVERS EDGE Venue. _____Initial

2. Rental Period. The Renting Party has the use of the Main Hall of the RIVERS EDGE Venue on the date(s) and during the times stated above (the "Rental Period"). **The Rental Period includes any set-up time and clean-up time for the Renting Party's Event.** All set-ups, including placing tables and chairs are the sole responsibility of RIVERS EDGE. Excessive noise from the Renting Party's Event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its Event, including but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's Event, with no reimbursement of Rental Charge and/or Deposit. At the end of the Rental Period, all guests and invitees must promptly leave the RIVERS EDGE Venue parking lot and grounds by **12:00/midnight. Failure to do so will result in additional hours to be billed at \$300 per hour.** The Renting Party shall be responsible for removal of all belongings that have been brought into the event hall by the end of their rental. **Failure to do so will result in additional hours to be billed at \$300 per hour.** RIVERS EDGE is not responsible for any items left behind. _____Initial

3. Rental Charge. The charge (the "Rental Charge") for the Rental Period shall be as noted on Page 1 of this Agreement and fifty percent (50%) of the Rental Charge shall be due on execution of this Agreement and the remaining balance shall be payable in full to RIVERS EDGE via cash, check or money order thirty (30) days in advance of the Rental Period, or if less than thirty (30) days, upon the execution of this Agreement. Renting Party may admit invited guests only. Additional rental packages and fees, as provided by RIVERS EDGE may be added on by the Renting Party at any time by providing written notice of their intent to RIVERS EDGE. _____Initial

4. Damage Deposit. In addition to the Rental Charge, the Renting Party shall pay RIVERS EDGE an additional **\$500.00** charge or for Pop Up Weddings & Parties **\$300.00** charge (the "Deposit") upon execution of this Agreement to secure and cover any damage or loss that may occur to the Event Hall, its contents, or any other part of RIVERS EDGE Venue and premises. Only after RIVERS EDGE has determined that the contents, the building and grounds of the Venue are free of damage resulting from or related to the Renting Party's rental will the Deposit or a portion thereof be refunded via mail to the for mentioned address no more than thirty (30) days after the Event. Upon demand from RIVERS EDGE, the Renting Party shall immediately pay to RIVERS EDGE the cost to repair any damage in excess of the Deposit. In the event that the full Rental Charge and Deposit is not received by the date due, RIVERS EDGE reserves the right to cancel the Event and the Renting Party shall forfeit the Deposit paid. _____Initial

5. Maximum Capacity. The Event Hall will seat 200 persons comfortably. No more than 250 persons shall be permitted in the Event Hall at one time. RIVERS EDGE reserves the right to turn away guests if this number is exceeded or the Renting Parties guest count exceeds the numbers permitted by city and county fire codes.

6. Cleaning Fee. There is an additional cleaning fee on each Rental Agreement. **Weddings are billed at \$195.00. Party Rentals are billed at \$75.00.** The Venue will be in clean condition prior to your Event. Within two (2) hours following the Event end, the Renting Party is required to facilitate removing all personal belongings or the Renting Party will lose the Deposit.

7. **Decorations.** We want to ensure the Event here is a special experience. We ask that only our staff rearrange and move any furnishings, including, but not limited to, artwork, lamps, furniture, antiques and/or seating. The Renting Party shall not suspend decorations from the walls or ceilings within the event hall and shall refrain from using nails, tape on walls or floors, screws, staples or penetrating items on the ceilings, walls or floors. No balloons, glitter or foil (non-paper) confetti, including fake snow, is allowed on site. The Renting Party shall not use rice, bird seed, glitter, confetti, hay or straw of any type on the grounds inside or outside of the event hall without RIVERS EDGE written permission, whereby a separate cleaning fee of \$250.00 will be charged to the Renting Party do so. _____ **Initial**

8. **Linens.** All linens must be provided by RIVERS EDGE. _____ **Initial**

9. **Caterer.** All vendors, including caterers, must be licensed and ensured to operate within the Commonwealth of Kentucky. It is the responsibility of the caterer to maintain and clean buffet area, cake table and trash from guest tables during the Event. All trash must be disposed of properly into the containers provided. It is the caterer's responsibility to clean the kitchen area including wiping down all counter tops and surface work areas including any food spilled in refrigerator and or in microwave. Floors must be swept thoroughly. Failure to comply may result in a forfeiture of all or a portion of the Deposit and the Renting Party's liability to RIVERS EDGE for any actual costs in excess of the Deposit. _____ **Initial**

10. **Damage.** The Renting Party is responsible, and upon demand shall pay RIVERS EDGE, for any and all damage to the event hall and Venue resulting from or related to the Renting Party's rental of the event hall or Venue. RIVERS EDGE may retain any portion or all of the Deposit to cover damage to the Venue. This includes, but is not limited to, damage to the kitchen, kitchen equipment, kitchen supplies, restrooms, tables, chairs, lights, closet or any other property or asset owned by RIVERS EDGE. The RIVERS EDGE Facilitator is not responsible for the cleaning of any vomit, blood, urine or any other bodily fluids and is the sole responsibility of the Rental Party. The mop bucket and cleaning supplies are located in the hallway outside of the kitchen and under the kitchen sink. _____ **Initial**

11. **Limitation of Liability.** The Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the failure of RIVERS EDGE to perform under this Agreement in any capacity and RIVERS EDGE's liability shall be limited to 15% of any amounts paid under this Agreement by the Renting Party and shall be the Renting Party's sole and exclusive remedy under this Agreement. In the event that the power or HVAC goes out in the rental hall during a scheduled event, the Renting Party may choose to continue the use of Venue as agreed to in this Agreement. RIVERS EDGE will do all that they can to make their guests as comfortable as possible with fans, heaters or whatever is necessary depending on the situation. RIVERS EDGE will refund the Renting Party the sum of 15% to make up for the inconvenience. The Renting Party hereby expressly waives any claims for damages or compensation arising from the situation beyond the 15%.

12. **Acceptance of Premises; No Warranty.** The Renting Party agrees that it has inspected the event hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period. The facility is provided in an "AS IS" condition and is without warranty as to the suitability for the Renting Parties intended use. The Renting Party will be responsible for damages in excess of normal wear and tear. The Renting Party will return the facility to the condition in which it was received. No refunds will be issued. Any mechanical failures will not result in a refund. Should an "Act of God" occur, the Renting Party shall not be entitled to a refund of the Rental Charge and Deposit, however, RIVERS EDGFE will make every effort to reschedule the event but cannot guarantee it.

13. **Scheduling.** RIVERS EDGE retains the right to schedule other events in the event hall both before and after the Rental Period without notice to the Renting Party.

14. **Access to Premises.** RIVERS EDGE reserves for its partners, employees, representatives, and agents' free access and right to enter any portion of the event hall at any time before, during or after the event.

15. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless RIVERS EDGE and its partners, employees, agents and representatives against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the RIVERS EDGE venue or this Agreement, including injury, sickness or otherwise. RIVERS EDGE is not responsible for personal effects and possessions left on premises during or after any event. RIVERS EDGE specifically request that the Renting Party remove all items from the venue space and the close of the event. Every attempt will be made to return any recovered item to its rightful owner. Failure to remove all items brought into the RIVERS EDGE facility or leave the facility in the condition it was received in will result in additional fees to Renting Party or loss of Security Deposit.

16. **Cancellation.** All sales are final. Any Notice of Cancellation made by Client must be in writing and once made, the Renting Party forfeits the Deposit and any Rental Charge paid to RIVERS EDGE. No verbal cancellations will be accepted. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Deposit and any paid Rental Charge's shall be forfeited as liquidated damages. Should RIVERS EDGE determine in its sole discretion that the event scheduled by the Renting Party is not appropriate for RIVERS EDGE, RIVERS EDGE reserves the right to cancel the event with 30 days' notice to the Renting Party accompanied by refund of the Deposit to the Renting Party. If the Renting Party fails to make final and full payment of any amounts owed to RIVERS EDGE within thirty (30) days of the event, RIVERS EDGE shall have the option to cancel the event as a result of the Renting Parties breach of this Agreement and RIVERS EDGE shall retain the Deposit and any paid Rental Charge's shall be forfeited as liquidated damages. _____ **Initial**

17. **Rescheduling.** If you need to reschedule your date, there will be a charge of \$200.00 in order to do so. You may change your event date one time for that fee. The fee is due immediately upon notification of rescheduling & new date must be chosen within 5 business days. _____ **Initial**

18. **Conduct; Compliance with Laws.** There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate removal. Renting Party and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of RIVERS EDGE shall be grounds for immediate expulsion from the premises and conclusion of the Rental Period. In such cases, NO refund of the event costs shall be made. The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the RIVERS EDGE venue for any unlawful purpose or permit others to use or occupy the RIVERS EDGE venue for any unlawful purpose. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS.

19. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its Event, it must obtain a licensed & insured Bartender through the RIVERS EDGE. All Bartending Packages include Liquor Liability Insurance Policy provided by our Event Insurance Agency. A copy of the Comprehensive, General Liability Insurance certificate will be provided to the RENTAL PARTY upon request. The Renting Party shall not sell alcohol on the premises at any time. No alcoholic beverages are to be consumed outside of RIVERS EDGE. The Renting Party may not serve alcohol to minors on the premises at any time. The Renting Party agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. RIVERS EDGE reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of our venue or the safety of its staff, guests, or building

contents. The renting party shall indemnify, defend and hold harmless RIVERS EDGE and its partners, employees, agents and representatives from all claims, causes of action, liabilities, costs and expenses including, without limitation attorneys' fees, incurred by RIVERS EDGE and its partners, employees, agents and representatives in connection with, as a result of, or by virtue of the provision of alcoholic beverages during the Event or otherwise within the event hall and for the other areas of RIVERS EDGE and its parking lot. Ice coolers and an ice machine are provided but additional bags of ice are available for purchase from the Rivers Edge facilitator if all of the ice in the ice machine is used.

Bartender must clean up the bar area.

_____ **Initial**

20. Notices. Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or email.

21. Waivers. The parties may waive this Agreement, particular sections of this Agreement or any policy of RIVERS EDGE only by writing executed by the parties. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppels of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party or person.

22. Force Majeure. The parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the parties, excluding economic hardship, changes in market conditions, and insufficiency of funds. In the event RIVERS EDGE or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render RIVERS EDGE'S fulfillment of this Agreement impossible, then RIVERS EDGE will make every attempt to reschedule the event for a later date of make comparable accommodations to the Renting Party. If all attempts to reschedule or accommodate fulfillment of the Agreement fail, then the Agreement shall terminate, and RIVERS EDGE shall have the right to retain the Deposit as well as any paid Rental Charges.

23. Assignment; Binding Effect; Entire Understanding; Amendments and Severability. This Agreement may not be assigned or transferred. This Agreement shall be binding upon the Parties, their heirs, representatives or assigns. This Agreement contains the entire understanding between RIVERS EDGE and the Renting Parties and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever, except as set forth herein and shall serve to **cancel, annul, and invalidate any and all prior agreements between RIVERS EDGE and the Renting Parties, whether verbal or written, regarding the rental of RIVERS EDGE.** No modifications of its terms will be valid unless they are recorded in a written instrument signed by both parties. This Agreement is not valid unless signed by both parties. The parties agree that if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect. Both parties understand that cancellation of this agreement due to COVID 19, state/local travel restrictions due to COVID 19 and/or quarantine mandates dues to COVID 19 will not result in any penalties, fees or loss of deposits by the Renting Party.

24. Arbitration, Venue, Choice of Law and Mediation. This Agreement shall be governed by the law of the Commonwealth of Kentucky. Any and all disputes between our venue and the Renting Party shall be submitted to Arbitration under the rules and procedures of the American Arbitration Association or by any Arbitrator selected by the parties herein. All arbitration shall be conducted in Bullitt County, Kentucky, by an Arbitrator who is a licensed attorney practicing in the Commonwealth of Kentucky. Such disputes shall also include any personal injury or property damage claims as may occur as a direct and proximate result of the event: provided, that prior to any Arbitration, the parties shall make a reasonable effort to amicably resolve any and all disputes that might arise as a direct and proximate

result of the event. All disputes shall also be submitted to Mediation by a Mediator that may be mutually acceptable to both parties.

25. Advice of Counsel; Acknowledgement & Understanding. Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation. The Renting Party hereby acknowledges that he/she has completely read and fully understands the terms of this Agreement, and understands that the Renting Party is giving up substantial rights, including the right to sue. The Renting Party signs this Agreement freely and voluntarily and with sound mind.

Acknowledged and Agreed to by the parties this ____ day of _____, 20__.

RIVERS EDGE:

RIVERS EDGE EVENTS & RENTALS

By: _____ **Date:** _____

Printed Name: _____ **Title:** _____

RENTING PARTY:

By: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Name of Organization (if applicable): _____