

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

**THE KENTON COUNTY BOARD OF
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

August 27, 2019

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with Elite Signature DJ Service to supply DJ services for the Simon Kenton Homecoming Dance.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Simon Kenton's student council needs a DJ for the Simon Kenton Homecoming Dance.

FISCAL/BUDGETARY IMPACT:

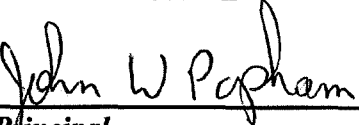
DJ services will cost \$645 to be covered by the student council through the price of the dance tickets.

RECOMMENDATION:

Approval for Simon Kenton to sign the contract with Elite Signature DJ Service to provide DJ services for the Simon Kenton Homecoming Dance.

CONTACT PERSON:

Christine Hoerlein


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 Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



Entertainment Agreement

Event Date/ Time: 9/21/19, 8-11pm

Purchaser: Simon Kenton High School

Email: christine.hoerlein@kenton.kyschools.us

Agreement made this day between the company; Elite Signature DJs ("Elite") and the above listed Purchaser:

IT IS MUTUALLY AGREED THAT:

1. **Services.** Elite will furnish and Purchaser will accept, for the Event described herein, the services comprising of Professional Disc Jockey Entertainment ("DJ") during the hours stated above.
2. **Event Location:** NKY Convention Center
3. **Agreed upon Hours and Options:** 3 hours, dance lights All packages include: DJ Entertainment, Master of Ceremonies, Free Set up and break down, Microphone, 2 speaker system (unless upgraded)
4. **Total Agreed Price:** \$645
5. **Planning Policy:** Customer agrees to complete all online forms provided by Elite and to submit directly to Elite's Operation Department no later than 14 days prior to their event.
6. **Cancellation Policy:** If Purchaser needs to cancel this contract with Elite, a written notice of cancellation is required to be sent to Elite by certified mail. Any change in the Event date, time or location and/or cancellation of this agreement must be provided in writing, signed by the person or entity cancelling or changing this agreement. A deposit of \$100 is required to secure DJ service for the Event date(s). This amount shall be subtracted from the total price of the Event. The deposit is refundable if Purchaser cancels within 3 days of booking - with Elite. The- refund will be issued with a check only and any fees

associated with the transaction such as credit card or PayPal fee will be subtracted from the refund amount. If a cancellation happens within 3 days of booking with Elite, the deposit can be used for a future event. The 3 day cancellation period does not apply to any reservations that are made 30 days prior to the event. The final payment is due no later than thirty (30) days before the Event Date. Payment received less than (30) days prior to the event will be subject to a \$50 late fee. All monies, excluding the deposit, will be refunded if the cancellation request is received on or before thirty (30) days before the Event Date. Purchaser agrees to pay a 50% cancellation penalty if Purchaser cancels less than thirty (30) days prior to the Event Date.

7. **Alternate DJ**. If original DJ designated by Elite for the Event is unable to provide the agreed upon services for reasons including, but not limited to, serious accident or illness, Elite reserves the right to provide an alternate DJ and Purchaser agrees to otherwise be bound by the terms of this agreement. In the event Elite is unable to provide an alternate DJ, Purchaser agrees to accept refund of all monies paid in full satisfaction of any claim arising under this agreement.
8. The owners and/ or employees of Elite will not be held liable for any damages, actions or lawsuits involving or pertaining to the function mentioned above.
9. In the unlikely event that there is a complaint regarding one of our DJs it must be brought to our attention no later than 3 days after the event.
10. In the event of circumstances deemed by the DJ that present a threat or implied threat of injury to the DJ or equipment in the DJ's possession, the DJ reserves the right to immediately cease performance. In the instance where the event is terminated early due to such circumstances, Purchaser remains responsible for payment in full. It is understood and agreed that the Purchaser shall provide crowd control and security for the DJ, if warranted. Purchaser will be liable for any loss or damage to any property belonging to the DJ that is caused by Purchaser or his/her guests.

We have read this service contract in full, and we fully understand this contract. The contract can be signed and emailed, faxed, mailed or e-signature and will serve as the original document.

Purchaser's Signature _____ Date _____