



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

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

TO: Dr. Jesse Bacon *JB*

FROM: Mrs. Rachelle Bramlage-Schomburg, Director of Secondary Education *R38*

RE: North Bullitt High School Prom Catering

DATE: April 25, 2022

Please see the attached contract between North Bullitt High School and ME Catering for their Prom on Saturday, April 30, 2022. This contract has been reviewed by Dinsmore Real Estate Practice Group..

Please approve the contract between North Bullitt High School and ME Catering.



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>

April 25, 2021

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

Esteemed Members of the BCPS Board of Education:

The North Bullitt High School Prom Committee has requested permission to utilize ME Catering for the prom event.

The event is set for April 30, 2022. Attached to this email, you will find a copy of the catering agreement for ME Catering.

Thank you for your time and attention.

A handwritten signature in black ink, appearing to be "J Lail".

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



Where Your Story Comes to Life

SPECIAL EVENT CONTRACT

Status: Definite-G

Booked: 3/28/2022

Last Revised: 4/22/2022

Client/Organization North Bullitt High School	Event Date 4/30/2022 (Sat)	Telephone	Fax	Event # E22948
Party Name Prom		Booking Contact ,	Site Contact ,	Guests 250 (Pln)

MINIMUM GUARANTEED ATTENDANCE MUST BE RECEIVED WITHIN **Two Weeks** OF EVENT. IF ATTENDANCE FALLS BELOW THE GUARANTEED NUMBER THE CLIENT WILL BE CHARGED FOR THE GUARANTEED NUMBER. GUARANTEED NUMBER MUST BE RECEIVED BY DATE/TIME INDICATED.

SITE LOCATION

Site Name	Site Address
Hors d' Oeuvres & Drinks - Saturday, April 30, 2022 - 7:00 pm	
The Pointe	1205 E. Washington Street, Box 121, Louisville, KY 40206
Pack List - Saturday, April 30, 2022 - 7:00 pm	
The Pointe	1205 E. Washington Street, Box 121, Louisville, KY 40206

EVENT TIMES

Guest Cnt	Delivery	Start	End	Serving	Bar	Date	Description
	NA	7:00 pm	11:00 pm	NA	NA	4/30/2022-Sat	Hors d' Oeuvres &
	NA	7:00 pm	7:00 pm	NA	NA	4/30/2022-Sat	Pack List

FOOD & SERVICE ITEMS

Food/Service Items
Hors d' Oeuvres & Drinks - Saturday, April 30, 2022 - 7:00 pm
Head Server/Staff Lead (1)
Servers, 4 Hour Event (2)
HORS D' OEUVRES:
*Assorted Mini Cookies & Brownies (750 pcs)
Fresh Vegetable Board w/ Buttermilk Ranch Dip (200 Servings)
 *Client will bring in individual bags of potato chips & pretzels
SELF SERVE DRINK
Water w/Drink Dispenser
Bulk Ice, (for drinks)

*Client will provide cups and other drinks

Linen, 120" Round, White (22)

Linens, 90X156" Black (6)

Paper Dinner Napkins

Delivery (Truck)

Pack List - Saturday, April 30, 2022 - 7:00 pm

Black Linen Napkin

16 oz cup, Clear Plastic

Ice Scoop

Cocktail Napkins

Consumption Ice Bucket

Drink Dispensers

5 Gal Container w/ water

Coolers with ice

3 Tiered Copper Riser

Paper Towels

Hand Towels

Utensil Basket

Small Sauce Spoon

Small Serving Tongs

Pitcher, Plastic

To-go Box

Aluminum Foil

Gloves 1 box ea(Med,LG, XL)

Paper Dinner Napkins

Lighter

Cleaner, All Purpose

Black Trash Bags (1 Roll)

White Linen Trash Roll

Bus Tub

Server Cart

Subtotal	\$3,882.85	Paid	\$0.00
Tax	\$0.00	Gratuity	\$150.00
Facility Fee	\$900.00	Balance	\$4,932.85
Total Value	\$4,932.85		

QUOTES: All quotes, excluding rental, are valid for 7 days only. Rental equipment is on a "first-come, first-serve" basis. Rental pricing may be affected upon final contract signature and deposit, pending

availability.

PAYMENT: In order to secure your date, a non-refundable 20% deposit is due, along with a signed copy of this contract. Both the deposit and this contract must be received for your date to be secured. **This amount does not include set-up of any facility's tables and chairs. An additional charge will be incurred if Michaelis Events, LLC (MELLC) is responsible for set-up and breakdown of facility equipment.** The deposit is non-refundable. This amount will be applied towards your final payment. If your event is canceled between 61 - 90 days from the event date, then 50% of the contract amount is due. If your event is canceled between 31 - 60 days from the event date, then 75% of the contract amount is due. If your event is canceled less than or equal to 30 days from the event date, then the full contract amount is due. Non-payment does not count as a "cancellation".

A final walk-thru must be completed four weeks prior to the event. All changes are to be completed at the time of the final walk-thru. All final counts are due by 12:00PM, the Thursday, two weeks prior to the event date. All final payments are due in full by 4:00PM, Friday, two weeks prior to the event date. Payments received after the due date will accrue an additional service charge of 10% of the remaining balance for each day the payment is past due. A credit card will need to be secured at the time of the deposit payment for any difference due that is NOT paid by 5PM on the Monday after the final payment due date with an alternate payment or any additional last-minute changes/charges on the event date. These charges will be processed via the credit card on file up to two weeks after the event. All final payments are final. No exceptions. We accept check, cash, VISA/MC, American Express, and Discover.

Payment may be made via credit card, debit card, ACH (\$10 fee), check, or customer accounts may be set up for approved corporate customers only. Payment made by credit card incurs a 3% fee on the total.

 EVENT COORDINATORS: Event Coordinators are placed on-site to help facilitate the flow of events, specifically related to the food and bar, where Michaelis Events LLC (MELLC) is contracted. While MELLC may assist in the event flow and attempt coordination with other involved parties, we are in no way responsible for the overall event management. It is the customer's responsibility to alert all involved parties to the order of events.

 MENU: The menu and amounts listed above are agreed upon by the persons signed below. All entrees, unless noted otherwise, are split 50/50 for portion size. For example, an event of 100 persons would receive 50 portions of one entree and 50 portions of the other entree, not full portions of both entrees. We are not responsible for a shortage of a particular entree should one entree be more popular than the other. Likewise, if more than one starch or vegetable is ordered, they are also split 50/50, unless noted otherwise. We guarantee enough food for only one serving for the number of persons listed on the contract. The buffets are not "All You Can Eat". It is understood that there are no refunds on the deposit. Once final payment is made, there are no refunds or credits at all. Non-payments are not considered cancellations and will not be refunded or credited in any manner.

In rare instances, Michaelis Events reserves the right to increase the price on any item or use its best judgement to substitute ingredients or product initially agreed upon on the contract, without advanced notification to the customer, due to our costs being increased through a shortage of product, product recall, vendor substitution or shortage, pandemic, standard price increase that has occurred since the initial time of the contract, or any other unforeseeable circumstance.

If there is left-over food after the event, it will be disposed of by Michaelis Events. It will NOT be returned to the customer in order to maintain the food's integrity. Michaelis Events is NOT responsible for any items that are left on-site the night of the event, including cake toppers, cake, decor, floral, linens, etc.

Michaelis Events will only provide alcohol if it is contracted. We reserve the right to not sell to anyone who is a minor, believed to be a minor, does not have the proper identification to prove age requirements, is intoxicated or appears to be intoxicated. Absolutely NO shots will be served or straight liquor over ice.

There is no way to predict a crowd's preference of any supplied product. While Michaelis Events does its best to estimate quantities based on information supplied by the customer, we do not guarantee our calculations to be perfect. Thus, all bars, even "All You Can Drink Bars", are NOT guaranteed to maintain any specific brand or quantity of beer, alcohol, or wine throughout the entire length of the event. Michaelis Events guarantees that there will be an alternate beer, wine, or alcohol on the premises at a bar in the event of a shortage of any brand. Michaelis Events will also make

every effort, if time permits, to get the product that is in short supply back on the premises. However, there will be NO refunds for any time-frame where product is low or non-existent during the event.

 GRATUITY: An 18% minimum mandatory gratuity will be added to the final bill. Please let your event coordinator know if you would like to pay an additional amount for the gratuity before signing the final contract. The gratuity paid to ME will be distributed as specified below. ME does charge a fee to process the gratuity as part of payroll. This fee is an additional 10% of the amount designated for gratuity total. Payment of gratuity implies full satisfaction with event service.

We ask that you choose how the gratuity will be distributed to the employees. Please select one option from the suggestions below:

A. Gratuity will be distributed between the following departments after process fee is withheld: Operations Manager (5%), Project Management (14%), Support Team (13%), Operations Team (13%), and On-site Event Staff (55%). The allocated amount for each department will be split equally between each person in that department.

*This option rewards all employees that help make your event possible.

B. Gratuity will be distributed equally only to the employees on-site for your event.

C. Gratuity will be distributed how you choose as described below:

 LINENS: All linens are rental only. Linens damaged for any reason during the event or linens that are not returned after the event, will be charged to the responsible party on the credit card kept on file following the event. There is a minimum charge of \$20 per damaged or non-returned linen. (Damaged linens can include, but are not limited to, candle wax, wine, ink, rips/cuts/tears, candy, bubble gum, adhesives, etc.). The client will be notified of the total amount and MELLC will charge the credit card on file within 10 business days after the event. If the charges are declined on the credit card, then an additional 10% service fee will be added to the total due.

 OTHER RENTAL: Upon delivery of the rented goods, Renter shall immediately inspect and test such rented goods and notify MELLC if such goods are not in good, safe and serviceable condition fit for their intended use. When Renter takes delivery of the rented goods, acceptance of such delivery constitutes an irrevocable acceptance of the goods "as is" by the Renter, and Renter shall be bound to pay the rental charged in accordance with the terms of this Contract. It is Renter's responsibility to return all goods to MELLC, when due, in the same condition, except for ordinary wear and tear. Renter is responsible for the use of the rented goods. Renter hereby assumes all risk of loss, theft, damage or destruction, partial or complete, of the goods from any and every cause whatsoever commencing with delivery of the goods to Renter, or an agent of Renter. Renter assumes all risks inherent in the operation and use of the goods and agrees to assume the entire responsibility for the defense of and to pay, indemnify and hold MELLC harmless from and hereby release MELLC from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the goods, whether or not it could be claimed or found that such damage or injury resulted in whole or in part from MELLC's negligence, from the defective condition of the goods or from any other cause. The risk of loss shall continue until the goods are in the actual possession of MELLC or an agent of MELLC at the end of the rental period. In no event shall MELLC be liable to Renter for damages, delays or losses caused by Renter's use or possession of the rented goods, including, but not limited to, defective goods, workmanship or otherwise. In addition to the rental charges accrued, MELLC will charge Renter the replacement cost for all goods lost, stolen and/or damaged beyond repair on the date evidence is actually provided to MELLC of said loss or damage.

_____ PERMISSION TO CAPTURE AND PUBLISH IMAGE AND/OR VOICE: In the normal course of events, MELLC may find it necessary to use photos and/or voice captured on site at events catered in a variety of ways to illustrate event orchestration, decor, images and/or voice reproduction that may be used in a website, published propaganda, marketing and sales material, newspaper, or magazine, etc., for example. Your signature below gives permission to MELLC to use any photograph, image, likeness and/or voice in any way that would reasonably and properly portray the individual or event. You understand that the videotape, image and/or photos will become the property of MELLC. It is understood that you personally or the event individually may not be identified. You also release MELLC from any liability in using these photographs, images, likeness and/or voice. It is further understood that you are of full legal capacity to execute the foregoing authorization and release.

_____ NON-DISPARAGEMENT: The parties mutually agree that neither party shall disparage the other. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about Michaelis Events, LLC, the Renters, the employees and members of the LLC parties and any assumed names of the parties or derivations thereof. Should any party disparage any of the other parties regarding this matter, a liquidated damages amount of Five-Thousand Dollars (\$5,000) per comment, review or online post shall be assessed. The parties further agree that such liquidated damages are not to be considered a penalty and are in fact an evaluation of the damage to reputation such actions cause.

_____ FORCE MAJEURE. MELLC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of MELLC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage or pandemic.

_____ COMMUNICATION. MELLC understands the importance of your event. We operate with the philosophy that "*Behind Every Event is Somebody Special*". This core value applies to both our customers and our employees. Thus, we ask you to remember that even though we try very hard to execute every detail to your expectations, on rare occasion, we may fall short. Mistakes do happen.

In an effort to limit those mistakes, we place Head Servers on-site at staffed events. We ask that you communicate any concerns to your Head Server immediately so that they may be resolved. We cannot fix issues that we are not aware of. **Communication is key.** Your expectation of MELLC is to execute your event as you envisioned. Our expectation of you is to communicate IMMEDIATELY to us when we need to adjust to meet your expectations.

This agreement constitutes the entire understanding between Michaelis Events and the persons listed below and there are no covenants, promises, representatives, or warranties, whether oral or written, other than as set forth herein. No modification or its terms will be valid unless they are recorded in a written instrument signed by both parties. If it is NOT listed on this contract, it may NOT be included.

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign. By signing below, the Client agrees that it has meaningfully negotiated this Agreement and all of its terms. Further, Client additional waives any claims it might have under the Fairness in the Consumer Review Fairness Act of 2016.

I understand that the sole point of contact for this event is represented by the client's signature below. Michaelis Events will NOT have conversations with other persons, with or without your permission.

Client:

Date:

